

Traverse City, Michigan
MASTER AGREEMENT

with

CHAPTER I OF LOCAL #1079
AFFILIATED WITH MICHIGAN COUNCIL 25

AFSCME, AFL-CIO

July 1, 2025 – June 30, 2028

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/facilities 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 on 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.

- 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.

UNION REPRESENTATION

5.1 Stewards, Alternate Stewards

- a. The employees covered by this Agreement will be represented by regular stewards assigned to each of the following areas: Facilities 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 19.1.c of this Agreement to attend bargaining committee work sessions and negotiations as long as the employee's 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 6

- 6.1 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.
- 6.2 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.
- 6.3 Representation shall be limited to three (3) Employer and three (3) Union representatives.
- 6.4 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.
- 6.5 The Union representatives shall be paid for attendance at such conference at their regular hourly rate.
- 6.6 Representatives of the Board and the Union may, at the monthly meetings, discuss safety practices and standards.
- 6.7 Any work regulation deemed unreasonable or not uniformly applied shall be a proper topic for discussion at the special conference.

GRIEVANCE PROCEDURE

Section 7

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

7.2 Step 1

Verbal Procedure: An employee with an alleged grievance shall discuss the matter with his/her immediate supervisor (Director or Manager). 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.

7.3 Step 2

Written Procedure: Within five (5) working days from the supervisor's (Director or Manager) 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 (Director or Manager) 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 Expense of Arbitration

The 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.

7.10 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.

DISCIPLINE, SUSPENSION AND DISCHARGE

Section 8

- 8.1 Employees of the bargaining unit shall not be disciplined without just cause. Under the just cause standard, a disciplinary decision must be supported by a preponderance of the evidence and the District must demonstrate a valid basis for their actions, supported by evidence and adherence to due process. The disciplinary process must adhere to the following:
- a. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
 - b. An employee who is subject to an investigatory due process interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative. It is the responsibility of the staff member to contact his/her Association representative to be present during the investigation interview.
 - c. The Superintendent or designee is authorized to place a staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the staff member on leave will protect the investigatory process or work environment.
 - d. During the investigatory process, the staff member will be informed of the allegations made against him/her and will have the opportunity to present evidence related to such allegations before a final determination is made.
 - e. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.
 - f. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline. Only discipline that is in writing and presented to the staff member may be placed in the personnel file. The staff member has the right to write a rebuttal to any formal

disciplinary action which will also be placed in the personnel file. With the staff member's approval, a copy of the written documentation will be provided to his/her representative.

8.2 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.

8.3 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.

8.4 Appeal of Discharge or Suspension

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

8.5 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 9

9.1 New employees in the unit shall be considered as probationary employees for the first ninety (90) working days 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.

9.2 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.

9.3 Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.

- 9.4 New employees may be required to have a physical examination. The physician will be designated and paid for by the Employer.
- 9.5 Probationary employees will be eligible for health care benefits effective the first of the month following their date of hire.
- 9.6 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 10

- 10.1 Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- 10.2 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.
- 10.3 The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies upon request.
- 10.4 Seniority shall apply only to bargaining unit members employed by the Traverse City Area Public Schools.

LOSS OF SENIORITY

Section 11

- 11.1 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.

12.1 In the event the Employer determines it necessary to reduce the workforce, such reduction shall take place on the basis of classification, qualifications and seniority.

12.2 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 12.4 of this section.

12.3 a. Subject to the provisions of Subsection 12.1 above, the number of personnel shall be reduced in the following order:
(1) Probationary employees
(2) Other employees according to their classification and seniority

12.4 Reduction Procedures

a. The Employer will provide employees with ten (10) day 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 the 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.

12.5 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.

12.6 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 13

- 13.1 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.
- 13.2 If an employee transfers from a supervisory position under the Employer to a position within the bargaining unit after six (6) months, the employee shall not accumulate seniority for time spent working outside the bargaining unit.

- 13.3 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.
- 13.4 Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in the Agreement.

JOB POSTING AND APPLICATION PROCEDURE

Section 14

- 14.1 All vacancies and/or newly created positions within the bargaining unit may 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 credential/license. The employee's work record may be defined as previous classification work, previous experience outside the bargaining unit that is documented, and letters of recommendation, records of discipline, and his/her attendance record. The attendance record (excluding any paid business or paid vacation leave taken) shall be defined as the twenty-four (24) months prior to the date of posting. The disciplinary record may 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.
- 14.2 Evaluating employee qualifications for classification change will include knowledge testing, skill testing, and seniority. Testing will be done by demonstration, writing, and interview. 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.
- 14.3 The Employer may only use attendance as a reason for denial for a promotion if the record shows a pattern of abuse or of a chronic illness that would preclude the Employee from performing the posted job.
- 14.4 All vacancies will be posted for a minimum of seven (7) calendar days. The employee who is awarded the position shall be granted a ten (10) working day trial period if it is a change in classification or a ten (10) 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 as determined by the Supervisor (Director or Manager).
 - b. His/her desire to remain on the job.

- 14.5 The job may 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.
- 14.6 During the trial period as outlined in Subsection 14.4, the employee shall have the opportunity to revert back to his/her former classification.
- 14.7 Employees who apply to a job posting within the same or lower classification, same shift, and same hours will be placed based on seniority. Employees who apply to a job posting within the same classification but different shifts and/or more hours 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 applies to a posted position within the same classification and shift may not apply to another AFSCME job posting 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 employee who has been awarded a position under the above noted circumstances is the only applicant for the posted position.

- 14.8 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 28.1.

VETERANS

Section 15

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

MILITARY LEAVE

Section 16

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

17.1 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 the 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).

17.2 An employee on an approved leave of absence outlined in Subsection 17.1 for three (3) months or less may request the right to return to his/her former position. An employee on approved leave of absence outlined in Subsection 17.1 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.

17.3 All requests for leaves of absence as outlined in Subsection 17.1 shall be submitted in writing thirty (30) days in advance, except in the event of extenuating circumstances.

17.4 An employee returning to work from an approved leave of absence as outlined in Subsection 17.1 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.

17.5 An employee on an approved leave of absence outlined in Subsection 17.1 is not eligible for paid fringe benefits listed in the Agreement during the term of the leave.

17.6 Time off for contract negotiations will not result in a loss of seniority time.

17.7 Family and Medical Leave

All employees shall be covered by the terms and conditions of the Family Medical Leave Act.

- 17.8 An employee requesting an approved leave of absence outlined in Subsection 17.7 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.
- 17.9 An employee returning to work from a leave described in Subsection 17.7, shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the District 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.
- 17.10 Should the employee elect not to return to work at the end of an approved leave outlined in Subsection 17.7 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 18

- 18.1 a. An employee wishing to attend workshops and conferences involving job training shall make an 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 (Director or Manager) 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. Additionally, Section 71(6) of the Michigan Public School Employee Retirement Act permits remittance of retirement contributions for released time to conduct union business, but requires that the District be reimbursed those sums paid to the retirement board. 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 19

- 19.1 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 20

- 20.1 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 21

- 21.1 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.

- 21.2 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.
- b. For temporary assignments of more than three (3) working days, the employee shall receive the rate of pay for the classification to which s/he is assigned.

- 21.3 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 22

- 22.1 Any AFSCME employee summoned to jury duty shall be paid his/her full salary, except that:
- a. Should said duty constitute less than one half day, he/she shall report for his/her assignment upon termination of duty.

- b. Should said duty continue for more than fifteen (15) working days, he/she shall return to the district the earnings received for jury duty for any duty days beyond the aforementioned fifteen (15) days.

EQUALIZATION OF OVERTIME HOURS

Section 23

- 23.1 Overtime hours shall be divided as equally as possible among employees in the same classification in their building.
- 23.2 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.
- 23.3 If an employee is not available for an overtime assignment, he/she will be charged with the number of callout hours required by that assignment.
- 23.4 At the end of the contract, a copy of the overtime hours accumulated by each employee, by building shall be provided to the Union.

WORKERS' COMPENSATION

Section 24

- 24.1 All employees shall be covered by workers' compensation insurance under Michigan's Workers' Compensation Law.
- 24.2 When an employee is unable to work because of a work-related injury, he/she 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 14. 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 25

- 25.1 The regular full-time work week 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 work week schedule of four (4) ten (10) hour workdays only after consultation with the Union and/or with employees whose work week schedule would be changed. The regular part-time work week 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 work week 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 12.4.b.1.

- 25.2 All AFSCME employees with the exception of School Bus Technicians, who work shifts of five (5) or more hours per day shall be allowed thirty (30) minutes for an unpaid lunch, not to be included in their workday.

School Bus Technicians will be allowed an unpaid sixty (60) minute lunch.

- 25.3 Employees may 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

- 25.4 Paid break time will take place in the building to which a bargaining unit member is assigned. Unpaid break/lunch time can take place away from the worksite. During an unpaid break, employees must clock out. Any modification to schedules resulting in the employee being away from the building at times when he or she would otherwise be onsite requires prior supervisor (Director or Manager) approval.

PERSONAL SICK LEAVE

Section 26

- 26.1 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.

- 26.2 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.

- 26.3 For absences of more than three (3) consecutive days, the Employer may require a physician's certificate indicating the necessity for the absences.
- 26.4 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.
- 26.5 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 27

- 27.1 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.

- 27.2 For absences of more than three (3) consecutive days, the Employer may require a physician's certificate indicating the necessity for absences.
- 27.3 Immediate family is defined as spouse, child, immediate stepchild, child-in-law, parent, parent-in-law, immediate step-parent, grandparent, grandparent-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, and a relative living and making his/her home in the employee's household.
- 27.4 Such absence shall be deducted from employee's sick leave.

BEREAVEMENT

Section 28

- 28.1 An employee shall be allowed five (5) days per incident with pay as bereavement time, not being deducted from sick leave for a death in the immediate family. Immediate family shall be defined as follows: spouse, parent, immediate step-parent, grandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, child, immediate step-child, child-in-law, grand child, and parent-in-law, or for an employee or employee's spouse who suffers a miscarriage.
- 28.2 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.
- 28.3 If additional days are required beyond those stipulated in 28.1. above, the employee, with the prior approval of management, may be allowed to use a portion of his/her accumulated personal business or vacation days.

29.1 To qualify for retirement pay, the employee must have been employed in the Traverse City Area Public School District for a minimum of ten (10) consecutive years. In addition, the employee must be qualified for retirement (including disability retirement) under the Michigan Public School Employees Retirement System (MPERS) unless the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and has reached the age of sixty (60) years. The employee must submit evidence from a state retirement office that the processing of his/her application for retirement has been completed. The employee must be eligible to begin drawing within thirty (30) days of the time of terminating employment with the Traverse City Area Public School District.

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

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

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

- 29.3 In case of the death of the employee, the beneficiary shall receive \$500 if the employee has had perfect attendance during the 12 months prior to the employee's retirement. In addition, as retirement pay, an amount equal to one-half (1/2) of the employee's regular hourly rate of pay for each hour of accumulated sick leave time shall be paid to the employee's beneficiary, but not to exceed the following tiered pay of sick leave time described in 30.2.

EMERGENCY CLOSURE DAYS

Section 30

- 30.1 Consistent with MCL 388.1701, schools may be closed or may cancel the first six (6) days or the equivalent number of hours due to conditions not within control of the school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. The District will follow the terms and conditions of MCL 388.1701 in the event it changes in the future.
- 30.2 In addition:
1. Employees are expected to work on emergency closure days (no school days).
 2. Employees who choose not to work can receive pay by charging time to personal business or vacation time balances.
 3. Employees who intend to work but are going to be late must call code-a-phone.
 4. Any employee who does not report may request a shift change, dock time, or receive pay by charging time to personal business or vacation time balances.
 5. Employees may not change shifts without prior supervisory (Director or Manager) approval.
 6. If the Michigan State Police closes roads and the Superintendent and/or designee directs employees not to report for work, employees will be held harmless and receive pay for the day without charging personal balances.

PERSONAL BUSINESS LEAVE

Section 31

- 31.1 Absence will be granted during the school year without loss of salary to attend to affairs of a personal or business nature.
- 31.2 Two (2) days shall be granted each July 1, not accumulative. If unused, the personal business leave day will be added to the employee's accumulated sick leave.
- 31.3 A personal business 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.

31.4 An employee shall receive the approval of his/her supervisor (Director or Manager) 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.

TIME AND ONE-HALF

Section 32

32.1 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 (Director or Manager), may decide not to accept the lunch break.
- d. For hours worked and approved by the Employer.

32.2 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 callbacks who are assigned to work in excess of four (4) consecutive hours. The employee, with the approval of the Supervisor (Director or Manager), may decide not to accept the lunch break.

HOLIDAY PROVISIONS

Section 33

33.1 Full Year AFSCME employees will receive ten (10) paid holidays annually. The designated holiday observance days will be communicated to staff annually. The District reserves the right to to reschedule a holiday observance day if it should fall on a day that students are in session.

33.2 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.

34.1 An employee will be granted vacation time each July, in accordance with the following schedule:

Length of Service	Days of Vacation Granted Each Year
1-5 years	12 (prorated with date of hire)
6-10 years	15
11+	20

Vacation time for new hires will be granted after successful completion of thirty (30) calendar days of the probationary period.

34.2 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 or Manager. The Employer reserves the right to decline vacation requests for the two weeks prior to the opening of school.

34.3 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.

34.4 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.

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

34.6 If the employee resigns for reasons other than retirement (as described in Section 29) prior to September 1 of each year, any vacation time earned for that fiscal year will be prorated on the last paycheck. Carryover vacation balances as of July 1 will be paid on the last paycheck.

34.7 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.

34.8 Vacation Time Buyback

- a. Effective June 30, 2025, the District will buy back all vacation time accrued by each bargaining unit member that exceeds three-hundred (300) hours at the bargaining unit members hourly rate of pay based on their regularly scheduled workday at the time of the buy back.

- b. Effective June 30, 2026, the District will buy back all vacation time accrued by each bargaining unit member that exceeds two-hundred (200) hours at the bargaining unit members hourly rate of pay based on their regularly scheduled workday at the time of the buy back.
- c. Effective June 30, 2027, the District will buy back all vacation time accrued by each bargaining unit member that exceeds one-hundred (100) hours at the bargaining unit members hourly rate of pay based on their regularly scheduled workday at the time of the buy back.

34.9 Effective July 1, 2027, bargaining unit members shall be limited to carrying over a maximum of one-hundred (100) hours of accrued vacation time into the subsequent school year. Any vacation time accrued in excess of one-hundred (100) hours as of Counter Proposal June 30 of the school year will be forfeited, unless otherwise mutually agreed upon by the District and the affected bargaining unit member.

HEALTHCARE AND LIFE INSURANCE

Section 35

- 35.1 a. The Board will provide contributions for single, two-person, and full family medical insurance at the maximum amount allowed by the law (hard cap) permitted in Section 3 of the Publicly Funded Health Insurance Contribution Act. 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. Employees will have multiple medical plans to choose from. Additional information, such as plan summaries and current deductible amounts can be found on the TCAPS Cloud.

When the employer subsidy exceeds the monthly premium of a High Deductible Health plan (HSA plan), employees will receive the difference between the employer subsidy and the monthly premium in the form of an annual deposit to their Health Savings Account (HSA). The deposit will be prorated if the employee is not enrolled on January 1st of the calendar year for PA 152 compliance purposes. There will be no refund or credit for the Choices (traditional) plan where the premium is lower than the employer subsidy. The parties will convene to discuss cost containment if insurance premium costs go up to equal or greater than ten percent (10%).

- 35.1 b. The following benefits are provided to employees enrolled in health care insurance coverage. Employees eligible for, but not selecting, health care insurance coverage shall be provided the following benefits, including cash in lieu:

Life Insurance	Life volume requested \$10,000.00
Accidental Death & Dismemberment	Life volume requested \$10,000.00
Vision	VSP-3 Plus P-250CL plan 100% subsidy for employee and eligible dependents
Dental	100/100/100, \$1,500 annual max per person 50% orthodontics, \$1,000 lifetime max per person 100% subsidy for employee and eligible dependents
Cash in Lieu	\$182.68/month; Employees receive \$182.68 in gross wages per month in lieu of medical insurance. In order to participate in this program, the employee must show proof of health insurance under another plan. It is understood that the Employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment

Employees also have additional optional ancillary benefits that are available, including life, short-term, and long term disability insurance. Premium payments for optional insurance will be made by payroll deduction through a Section 125 plan.

- 35.2 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.
- 35.3 The Employer shall not be required to provide health care coverage for any bargaining unit employee if said employee is and continues to be covered by health care benefits through a plan provided through his/her spouse's employer. Dual health care coverage for spouses employed by Traverse City Area Public Schools shall not be permitted.
- 35.4 Employees shall notify the Business Office of any dependent status changes. If an employee fails to notify the Business Office, and as a result of the employee's negligence, when the number of dependents are reduced (if no longer eligible for coverage), the employee shall assume the responsibility of repaying the Employer for any over payment made on a policy in excess of what the employee is entitled to receive. All dependents of an active employee's medical, dental and/or vision plans through

Traverse City Area Public Schools will be allowed to maintain coverage through the end of the calendar year they turn twenty-six (26).

- 35.5 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.
- 35.6 In the event of a layoff, the Employer shall pay the premium for the above coverage for the thirty (30) day period following layoff.
- 35.7 Benefits for employees will become effective the 1st of the month following the employee's date of hire.
- 35.8 Eligibility for medical, vision, dental, disability, and/or life insurance benefits is based on the acceptance of the written application by the insurance provider.
- 35.9 Enrollment for health, vision, 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 January 1 through December 31.
- 35.10 Responsibility for enrollment in the program rests with the employee.
- 35.11 A joint committee on employee insurance will be formed to address insurance. The committee will meet as mutually agreed.

MEDICAL EXAMINATION

Section 36

- 36.1 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 37

- 37.1 The parties hereto agree that contracting and subcontracting of work is a management right, responsibility, and discretion. However, the Employer agrees that if the decision is made to distribute a formal RFP (Request for Proposals) for bargaining unit work, the Union will be allowed to bid on that work.

CONSOLIDATION OR ELIMINATION OF JOBS

Section 38

- 38.1 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 39

39.1 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 40

40.1 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 41

41.1 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 42

42.1 The Employer will furnish the employee with a job description at the time of initial employment.

42.2 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.

WAGE SCHEDULE

Section 43

43.1 Wage Schedule

The 2025/26, 2026/27, and 2027/28 salary schedules are listed below. Employees will move one step each year in 2025/26, 2026/27, and 2027/28. The parties agree to meet and confer in the Spring 2027 to review the district's financial status regarding the 2027/28 contract year.

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.

Group I-a (Contractor of Record – Plumber, Electrician, and Boiler Technician)	2025/26	2026/27	2027/28
Year 1	\$33.67	\$34.34	\$35.03
Year 2	\$33.85	\$34.53	\$35.22
Year 3	\$34.04	\$34.72	\$35.41
Year 4	\$34.24	\$34.92	\$35.62
Year 5	\$34.42	\$35.11	\$35.81
Year 6	\$34.61	\$35.30	\$36.01
Year 7	\$34.84	\$35.54	\$36.25
Year 8	\$35.04	\$35.74	\$36.45
Year 9	\$35.24	\$35.94	\$36.66
Year 10	\$35.30	\$36.01	\$36.73
Year 15	\$35.36	\$36.07	\$36.79
Year 20 plus	\$35.55	\$36.26	\$36.99
Group I-b (Licensed Boiler Technician with AC)	2025/26	2026/27	2027/28
Year 1	\$32.99	\$33.65	\$34.32
Year 2	\$33.14	\$33.80	\$34.48
Year 3	\$33.28	\$33.95	\$34.63
Year 4	\$33.49	\$34.16	\$34.84
Year 5	\$33.64	\$34.31	\$35.00
Year 6	\$33.81	\$34.49	\$35.18
Year 7	\$34.02	\$34.70	\$35.39
Year 8	\$34.19	\$34.87	\$35.57
Year 9	\$34.40	\$35.09	\$35.79
Year 10	\$34.45	\$35.14	\$35.84
Year 15	\$34.51	\$35.20	\$35.90
Year 20 plus	\$34.69	\$35.38	\$36.09

Group I-c (Licensed: Boiler Technician, Plumber, Electrician, and Master School Bus Technician with 18 ASE's)	2025/26	2026/27	2027/28
Year 1	\$30.99	\$31.61	\$32.24
Year 2	\$31.14	\$31.76	\$32.40
Year 3	\$31.28	\$31.91	\$32.55
Year 4	\$31.49	\$32.12	\$32.76
Year 5	\$31.64	\$32.27	\$32.92
Year 6	\$31.81	\$32.45	\$33.10
Year 7	\$32.02	\$32.66	\$33.31
Year 8	\$32.19	\$32.83	\$33.49
Year 9	\$32.40	\$33.05	\$33.71
Year 10	\$32.45	\$33.10	\$33.76
Year 15	\$32.51	\$33.16	\$33.82
Year 20 plus	\$32.69	\$33.34	\$34.01
Group I-d (Master School Bus Technician with more than 12 ASE's)	2025/26	2026/27	2027/28
Year 1	\$29.99	\$30.59	\$31.20
Year 2	\$30.14	\$30.74	\$31.35
Year 3	\$30.28	\$30.89	\$31.51
Year 4	\$30.49	\$31.10	\$31.72
Year 5	\$30.64	\$31.25	\$31.88
Year 6	\$30.81	\$31.43	\$32.06
Year 7	\$31.02	\$31.64	\$32.27
Year 8	\$31.19	\$31.81	\$32.45
Year 9	\$31.40	\$32.03	\$32.67
Year 10	\$31.45	\$32.08	\$32.72
Year 15	\$31.51	\$32.14	\$32.78
Year 20 plus	\$31.69	\$32.32	\$32.97

Group I-e (Master School Bus Technician with 12 ASE's)	2025/26	2026/27	2027/28
Year 1	\$28.99	\$29.57	\$30.16
Year 2	\$29.14	\$29.72	\$30.31
Year 3	\$29.28	\$29.87	\$30.47
Year 4	\$29.49	\$30.08	\$30.68
Year 5	\$29.64	\$30.23	\$30.83
Year 6	\$29.81	\$30.41	\$31.02
Year 7	\$30.02	\$30.62	\$31.23
Year 8	\$30.19	\$30.79	\$31.41
Year 9	\$30.40	\$31.01	\$31.63
Year 10	\$30.45	\$31.06	\$31.68
Year 15	\$30.51	\$31.12	\$31.74
Year 20 plus	\$30.69	\$31.30	\$31.93
Group I-f (Master School Bus Technician with more than 6 ASE's)	2025/26	2026/27	2027/28
Year 1	\$27.99	\$28.55	\$29.12
Year 2	\$28.14	\$28.70	\$29.27
Year 3	\$28.33	\$28.90	\$29.48
Year 4	\$28.50	\$29.07	\$29.65
Year 5	\$28.67	\$29.24	\$29.82
Year 6	\$28.83	\$29.41	\$30.00
Year 7	\$29.00	\$29.58	\$30.17
Year 8	\$29.17	\$29.75	\$30.35
Year 9	\$29.38	\$29.97	\$30.57
Year 10	\$29.45	\$30.04	\$30.64
Year 15	\$29.51	\$30.10	\$30.70
Year 20 plus	\$29.69	\$30.28	\$30.89

Group I-g (Master School Bus Technician with 6 ASE's)	2025/26	2026/27	2027/28
Year 1	\$27.22	\$27.76	\$28.32
Year 2	\$27.40	\$27.95	\$28.51
Year 3	\$27.57	\$28.12	\$28.68
Year 4	\$27.77	\$28.33	\$28.90
Year 5	\$27.93	\$28.49	\$29.06
Year 6	\$28.10	\$28.66	\$29.23
Year 7	\$28.25	\$28.82	\$29.40
Year 8	\$28.43	\$29.00	\$29.58
Year 9	\$28.66	\$29.23	\$29.81
Year 10	\$28.72	\$29.29	\$29.88
Year 15	\$28.78	\$29.36	\$29.95
Year 20 plus	\$28.96	\$29.54	\$30.13
Group I-h (School Bus Technicians <6 ASE's)	2025/26	2026/27	2027/28
Year 1	\$26.58	\$27.11	\$27.65
Year 2	\$26.78	\$27.32	\$27.87
Year 3	\$26.95	\$27.49	\$28.04
Year 4	\$27.10	\$27.64	\$28.19
Year 5	\$27.29	\$27.84	\$28.40
Year 6	\$27.46	\$28.01	\$28.57
Year 7	\$27.64	\$28.19	\$28.75
Year 8	\$27.79	\$28.35	\$28.92
Year 9	\$28.00	\$28.56	\$29.13
Year 10	\$28.06	\$28.62	\$29.19
Year 15	\$28.11	\$28.67	\$29.24
Year 20 plus	\$28.29	\$28.86	\$29.44

Group I-i (Lead Groundskeeper, General Maintenance Technician)	2025/26	2026/27	2027/28
Year 1	\$24.54	\$25.03	\$25.53
Year 2	\$24.69	\$25.18	\$25.68
Year 3	\$24.88	\$25.38	\$25.89
Year 4	\$25.06	\$25.56	\$26.07
Year 5	\$25.22	\$25.72	\$26.23
Year 6	\$25.38	\$25.89	\$26.41
Year 7	\$25.55	\$26.06	\$26.58
Year 8	\$25.73	\$26.24	\$26.76
Year 9	\$25.94	\$26.46	\$26.99
Year 10	\$26.01	\$26.53	\$27.06
Year 15	\$26.06	\$26.58	\$27.11
Year 20 plus	\$26.25	\$26.78	\$27.32
Group II (Preventive Maintenance Technician, Groundskeeper Technician, Painter)	2025/26	2026/27	2027/28
Year 1	\$21.41	\$21.84	\$22.28
Year 2	\$21.60	\$22.03	\$22.47
Year 3	\$21.79	\$22.23	\$22.67
Year 4	\$21.98	\$22.42	\$22.87
Year 5	\$22.14	\$22.58	\$23.03
Year 6	\$22.28	\$22.73	\$23.18
Year 7	\$22.49	\$22.94	\$23.40
Year 8	\$22.65	\$23.10	\$23.56
Year 9	\$22.89	\$23.35	\$23.82
Year 10	\$22.94	\$23.40	\$23.87
Year 15	\$23.01	\$23.47	\$23.94
Year 20 plus	\$23.18	\$23.64	\$24.11

Group IIIa (Tier I - Lead Custodian) (CPR Required)	2025/26	2026/27	2027/28
Year 1	\$21.14	\$21.56	\$21.99
Year 2	\$21.34	\$21.77	\$22.21
Year 3	\$21.51	\$21.94	\$22.38
Year 4	\$21.67	\$22.10	\$22.54
Year 5	\$21.86	\$22.30	\$22.75
Year 6	\$22.02	\$22.46	\$22.91
Year 7	\$22.20	\$22.64	\$23.09
Year 8	\$22.38	\$22.83	\$23.29
Year 9	\$22.58	\$23.03	\$23.49
Year 10	\$22.63	\$23.08	\$23.54
Year 15	\$22.69	\$23.14	\$23.60
Year 20 plus	\$22.87	\$23.33	\$23.80
Group IIIb (Tier II - Lead Custodian, Custodian Trainer, and Lead Custodian Floater) (CPR Required)	2025/26	2026/27	2027/28
Year 1	\$19.76	\$20.16	\$20.56
Year 2	\$20.10	\$20.50	\$20.91
Year 3	\$20.48	\$20.89	\$21.31
Year 4	\$20.68	\$21.09	\$21.51
Year 5	\$20.82	\$21.24	\$21.66
Year 6	\$21.00	\$21.42	\$21.85
Year 7	\$21.16	\$21.58	\$22.01
Year 8	\$21.58	\$22.01	\$22.45
Year 9	\$21.78	\$22.22	\$22.66
Year 10	\$21.96	\$22.40	\$22.85
Year 15	\$22.01	\$22.45	\$22.90
Year 20 plus	\$22.20	\$22.64	\$23.09

Group IIIc (Custodians)	2025/26	2026/27	2027/28
Year 1	\$17.69	\$18.04	\$18.40
Year 2	\$18.03	\$18.39	\$18.76
Year 3	\$18.41	\$18.78	\$19.16
Year 4	\$18.61	\$18.98	\$19.36
Year 5	\$18.75	\$19.13	\$19.51
Year 6	\$18.93	\$19.31	\$19.70
Year 7	\$19.09	\$19.47	\$19.86
Year 8	\$19.51	\$19.90	\$20.30
Year 9	\$19.71	\$20.10	\$20.50
Year 10	\$19.89	\$20.29	\$20.70
Year 15	\$19.94	\$20.34	\$20.75
Year 20 plus	\$20.13	\$20.53	\$20.94
Group IV (2nd and 3rd Shift Custodians)	2025/26	2026/27	2027/28
Year 1	\$19.69	\$20.08	\$20.48
Year 2	\$20.03	\$20.43	\$20.84
Year 3	\$20.41	\$20.82	\$21.24
Year 4	\$20.61	\$21.02	\$21.44
Year 5	\$20.75	\$21.17	\$21.59
Year 6	\$20.93	\$21.35	\$21.78
Year 7	\$21.09	\$21.51	\$21.94
Year 8	\$21.51	\$21.94	\$22.38
Year 9	\$21.71	\$22.14	\$22.58
Year 10	\$21.89	\$22.33	\$22.78
Year 15	\$21.94	\$22.38	\$22.83
Year 20 plus	\$22.13	\$22.57	\$23.02

Group V (Facilities Helper, School Bus Technician Helper)	2025/26	2026/27	2027/28
Year 1	\$18.03	\$18.39	\$18.76
Year 2	\$18.21	\$18.57	\$18.94
Year 3	\$18.40	\$18.77	\$19.15
Year 4	\$18.56	\$18.93	\$19.31
Year 5	\$18.78	\$19.16	\$19.54
Year 6	\$18.93	\$19.31	\$19.70
Year 7	\$19.11	\$19.49	\$19.88
Year 8	\$19.25	\$19.64	\$20.03
Year 9	\$19.47	\$19.86	\$20.26
Year 10	\$19.54	\$19.93	\$20.33
Year 15	\$19.60	\$19.99	\$20.39
Year 20 plus	\$19.79	\$20.19	\$20.59

The 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.

43.2 Bargaining unit employee classifications shall be grouped as follows:

- a. Group I
 - Contractor of Record – Plumber, Electrician, and Boiler Technician
 - Licensed Boiler Technician with Air Conditioning
 - Licensed Boiler Technician
 - Licensed Plumber
 - Licensed Electrician
 - Master School Bus Technician with 18 ASEs
 - Master School Bus Technician with >12 ASEs
 - Master School Bus Technician with 12 ASEs
 - Master School Bus Technician with >6 ASEs
 - Master School Bus Technician with 6 ASEs
 - School Bus Technician (<6 ASEs)
 - Lead Groundskeeper
 - General Maintenance Technician

- Group II
 - Groundskeeper Technician
 - Preventative Maintenance Technician
 - Painter

Group III
Tier I - Lead Custodian
Tier II - Lead Custodian
Custodian
Custodian Trainer
Floater Lead Custodian

Group IV
Second and Third Shift Custodian

Group V
School Bus Technician Helper
Facilities Helper

b. Asbestos Abatement

Must possess asbestos removal and disposal certification and will be paid a \$1.00 per hour premium for this work.

- c. Bus Technicians assigned as “Lead Bus Technicians” will be paid an additional forty cents (\$.40) per hour above the hourly rate in the salary schedule.

43.3 Shift Premium

Bus Technicians working second or third shift shall receive two dollars (\$2.00) per hour in addition to their hourly rate above.

43.4 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.

- 43.5 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.

- 43.6 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.

- 43.7 Employees shall not be eligible to 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 44

- 44.1 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.
- 44.2 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 45

- 45.1 The Board shall provide standard uniforms as outlined in this section for employees who have completed their probationary period for Maintenance and Custodial personnel.
- 45.2 Custodial 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.
- 45.3 School Bus Technicians (and helpers) and Facilities 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.
- 45.4 School Bus Technicians (and helpers) shall also be provided with two (2) jackets; one (1) lightweight (lined or unlined) and one (1) heavyweight for winter use. Jackets shall be purchased for eligible employees during the month of September.
- 45.5 Safety goggles and boots suitable for outside work shall be provided to each garage technician.
- 45.6 Safety equipment required by law or by the Employer shall be paid for by the Employer. Each AFSCME employee will receive an annual stipend of \$98 payable in December. 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 for employees to receive an additional \$98 to purchase an additional pair of safety shoes.
- 45.7 Employees are required to use safety equipment during the workday.

ENTIRE AGREEMENT

Section 46

- 46.1 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.
- 46.2 Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

MISCELLANEOUS

Section 47

- 47.1 The employees have the right, upon written request to the Human Resources Office, to review the contents of his/her own personnel file.
- 47.2 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 IRS mileage reimbursement rate.
- 47.3 Arrangements may be made for each school bus technician to attend one job-related workshop each year.
- 47.4 While the District recognizes the primary responsibility of the school bus technician and bus garage 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 \$2.00 per hour in addition to their regular hourly rate.

AFSCME employees will receive an additional \$2.00 per hour in addition to their regular hourly rate when employees are requested by a Facilities supervisor (Director or Manager) and perform work in another bargaining unit.

AFSCME employees will receive an additional \$2.00 per hour in addition to the regular hourly rate when employees are requested by a Facilities or Transportation supervisor (Director or Manager) to provide specific training to other employees (includes the specified training goals and objectives, the anticipated timeframe for completion of the training, and a sign off by the trainer once the trainee has completed the training). The standard training provided to building custodians by lead custodians as part of their regular job responsibilities as a lead custodian would not qualify for additional compensation.

- 47.5 Tool Allowance - Each School Bus Technician will receive an annual stipend of \$500 payable in December.

- 47.6 In order for 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.
- 47.7 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 AGREEMENTS

Section 48

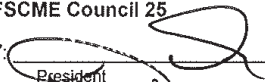
- 48.1 This Agreement shall take effect upon ratification by both parties effective September 8, 2025 and shall remain in force and effect until June 30, 2028.

Following February 15, 2027, either party may initiate negotiations for renewal and modification or a new agreement.

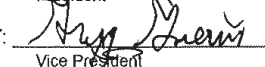
- 48.2 Pursuant to MCL 423.215(7), it is acknowledged by the Employer and the Union that an Emergency Manager appointed under the Local Government and School District Financial Accountability Act can reject, modify, or terminate a collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act and that this provision is a prohibited subject of bargaining.

- 48.3 In witness whereof, the parties have executed this Agreement by their duly authorized representatives for this purpose on this 8th day of September, 2025.

AFSCME Council 25

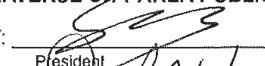
BY:  _____
President

DATE: 9/12/25

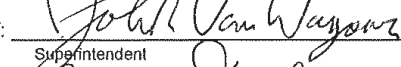
BY:  _____
Vice President

DATE: 9/12/25

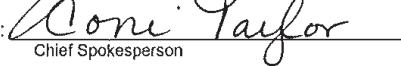
TRAVERSE CITY AREA PUBLIC SCHOOLS BOARD OF EDUCATION

BY:  _____
President

DATE: 9/8/25

BY:  _____
Superintendent

DATE: 9/12/25

BY:  _____
Chief Spokesperson

DATE: 9/8/25

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