

**NEGOTIATIONS AGREEMENT**

**BETWEEN**

**PORTAGE PUBLIC SCHOOLS**

**AND**

**PORTAGE CUSTODIAL/MAINTENANCE  
ASSOCIATION, MEA/NEA**

**2016-2019**

PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

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**NEGOTIATIONS AGREEMENT  
BETWEEN  
PORTAGE PUBLIC SCHOOLS**

**and**

**PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA**

This Agreement entered into this 1st day of July, 2016, by and between the Portage Public Schools, hereinafter called the "School" or "District" and the Portage Custodial/Maintenance Association, MEA/NEA, hereinafter called the "Association."

**WITNESSETH**

**WHEREAS**, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1 – RECOGNITION**

**Section 1:** The School hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for all non-temporary\*, part-time and full-time custodians, maintenance workers, mechanics, and central service/delivery workers but excluding supervisory personnel, students, temporary part-time, seasonal employees, subcontracted workers and all other employees. The term, employee, when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above. Any reference in this contract to the male gender is equally applicable to females.

\*Non-temporary/full time: A bargaining unit member who is regularly scheduled at least forty (40) hours per week.

**Section 2:** This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to, or inconsistent with, its terms.

**ARTICLE 2 – NON DISCRIMINATION**

**Section 1:** Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

**Section 2:** The School and the Association agree that they will not discriminate against any employee with respect to wages, hours and terms and conditions of employment by reason of the employee's membership or non-membership in the Association, the employee's engagement in any lawful concerted activities for the purpose of collective negotiations or other mutual aid and protection, or the employee's institution of any grievance or complaint under this Agreement.

### **ARTICLE 3 – PROBATIONARY EMPLOYEES**

**Section 1:** All new employees will be on probation for ninety (90) calendar days, and during this period they will have none of the rights and privileges extended by virtue of this Agreement, except as set forth below. The School shall have the right in its sole discretion to terminate a probationary employee without that employee having recourse through the grievance procedure.

The Employer maintains the right to extend the probationary period for up to thirty (30) days if the Association is notified.

Starting with the 1<sup>st</sup> of the month following the completion of thirty (30) calendar days of employment, all probationary employees shall be eligible for holiday pay as set forth in Article 9, and the insurance coverage as set forth in Article 11.

### **ARTICLE 4 – COMPENSATION**

**Section 1:** The salaries of employees covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

**Section 2:** Head Custodial positions shall be classified as follows:

Building Size –

Elementary Building – under 100,000 sq. ft.

Middle School – 100,001 to 200,000 sq. ft.

High School – over 200,001 sq. ft.

### **ARTICLE 5 – OVERTIME**

Pay for overtime approved by the School shall be as follows:

**Section 1:** One and one-half (1 ½) times the employee's regular hourly rate will be paid for all hours worked over eight (8) hours in any one day, or over forty (40) hours in any one week. When the employer requires an employee to work overtime, the employee may still work his/her regularly scheduled shift.

- a) Holiday hours will be counted as hours worked in the computation of overtime when they fall Monday through Friday.
- b) Personal business leave hours will be counted as hours worked in the computation of overtime when they fall on a day that the employee was involved in snow plowing.

**Section 2:** The District has determined that some overtime opportunities may be performed by outsourcing and subcontracting. When the School determines that District employees will

perform overtime, one and one-half (1 ½) times the regular hourly rate will be paid for all hours worked on Saturday and two (2) times the regular hourly rate for time worked on Sunday or on holidays, except as indicated in Section 5 of this Article. It is understood that time worked on a holiday will be compensated at a total of three (3) times the hourly rate.

**Section 3:** Overtime shall be distributed equally as nearly as is practical to all employees working within the same school or department. However, it is understood and agreed that in emergency situations such as storm damage, vandalism, employee scheduled for overtime fails to show, etc., the School may assign the work to any available employee in the bargaining unit.

**Section 4:** Each year in July all custodians will be given the opportunity to indicate in writing their desire to work overtime outside of their building assignment. Employees may add their names to the overtime list after July, however, when added, they will be placed at the top of the list. Persons added to the list after July will be credited with the highest total of hours on the list at that time. Offers to work "outside building" overtime will be made to those employees who have affirmatively responded in order of least overtime worked and/or refused. The list will be reprioritized quarterly to reflect overtime worked and/or refused during the preceding period. For ease of maintaining the list, hours offered will be counted for placement on the list. Both overtime hours worked and refused will be counted in the priority listing.

**Section 5:** An employee directed by his supervisor to check a building on days off shall be paid two (2) hours at straight time rate or one and one-half (1 ½) times the actual time worked, whichever is greater.

**Section 6:** If an employee is required to return to work on an emergency call, he shall be paid a minimum of three (3) hours at their applicable rate of overtime.

**Section 7:** Those employees who work shifts which extend after 6:00 p.m. shall be paid fifteen (15¢) cents per hour in addition to base wages as defined in schedule A. Those employees who work after 11:00 p.m. shall be paid twenty-five (25¢) cents per hour in addition to base wages as defined in Schedule A.

#### **ARTICLE 6 – TEMPORARY ASSIGNMENT**

If the Employer temporarily places an employee in a more responsible position for more than a continuous three (3) working days, the employee shall be paid at the same step in the new classification from the first day of the assignment. Such assignment will be at the sole discretion of the Employer.

## **ARTICLE 7 – UNIFORMS**

**Section 1:** All full time unit members will be provided, without cost to the employee, a choice of either five (5) long or short sleeve district t-shirts or five (5) pair of slacks (grey for maintenance and navy for custodians) with the exception of Section 2 of this Article. Uniforms will be provided on an annual basis. Shirts and pants may be ordered in combination.

**Section 2:** Unit employees are allowed to wear the “building” polo or golf shirt. The laundry of said “building” shirts is the responsibility of the employee.

**Section 3:** In order to ensure that staff are clearly identified as such, while working during the school year at a time when students are in attendance, unit members must wear provided uniform pants and either the district provided shirts or the building shirts specified in Section 2 of this Article. This provision does not apply during summer months or other breaks during the year, even if students are in attendance.

## **ARTICLE 8 – WORK WEEK/WORK DAY**

**Section 1:** The normal work week will be Monday through Friday with the following hours:

7:00 a.m. to 3:30 p.m.	Custodians
Eight (8) hour shifts	Bus Mechanic, Technical Maint.
7:00 a.m. – 3:30 p.m.	Maintenance

It is recognized by the Association that some employees may work hours and days other than those listed above. In those instances, the hours worked by that employee are considered normal.

Employees will be notified two (2) work days in advance of any scheduled change in working hours. This requirement is waived when a change in schedule results from absences occurring on a day to day basis. However, employees will be notified five (5) work days in advance if a schedule change is two (2) weeks or longer.

Nothing in this Article modifies the School District’s right to establish either the work week or the work day of bargaining unit members.

## **ARTICLE 9 – HOLIDAYS**

**Section 1:** The following days will be considered paid holidays

- A. Day before New Year’s Day
- B. New Year’s Day
- C. Memorial Day
- D. July 4<sup>th</sup>
- E. Labor Day
- F. Thanksgiving Day
- G. Day Following Thanksgiving
- H. Day before Christmas
- I. Christmas Day

## J. Spring Friday

When a holiday falls on a Saturday or Sunday, the School may, at its option, designate the preceding Friday, or the following Monday, as the holiday; or grant an extra day of pay in lieu of time off.

**Section 2:** In order for an employee to receive compensation for any of the above holidays, he/she must work the scheduled day before the holiday and the scheduled work day after the holiday, unless the holiday falls during a prearranged and approved absence period. Should an employee be sick either the day before or day after the holiday, the employee may elect to use one (1) sick day, payable at the straight time rate to make up the lost holiday pay. An employee may elect this option one (1) time per year.

**Section 3:** Holiday pay will be based on the employee's regular straight-time hourly rate.

**Section 4:** On days when school is closed due to mechanical failure or climatic conditions, employees are expected to report to work. Management will exercise flexibility regarding employees' reporting time based upon individual circumstances and conditions.

If employees work two (2) or more days when school is closed, the administration will grant one (1) additional vacation day for employees to use during the next fiscal year. If employees work four (4) or more days when school is closed, an additional vacation day will be granted.

If conditions are so severe that the School determines that employees should not report to work, employees will be paid their straight-time hourly wage for the day.

## **ARTICLE 10 – VACATIONS**

**Section 1:** A new employee shall be credited with one (1) week prorated vacation for the period from the date of hire to July 1. The employee shall be credited with two (2) weeks' vacation on the July 1 following their date of hire.

From then on, vacation will be credited only on July 1. For purposes of computing vacation, a year is July 1 – June 30.

**Section 2:** Employees with five (5) continuous years with the School shall be credited with three (3) weeks of paid vacation. The third (3<sup>rd</sup>) week of vacation shall be credited on July 1 of the year in which the fifth (5<sup>th</sup>) employment anniversary occurs.

**Section 3:** An employee who has worked fifteen (15) continuous years with the School shall be eligible for four (4) weeks of vacation. The fourth (4<sup>th</sup>) week of vacation shall be credited on July 1 of the year in which the fifteenth (15<sup>th</sup>) employment anniversary occurs.

**Section 4:** It is necessary that vacation time off be granted so that the School can maintain adequate staffing at all times. It is understood that vacation requests will not be unreasonably withheld. Each year, during the month of February, all employees will be asked to select dates of their vacation for the upcoming fiscal year. Requests will be honored on the basis of

seniority. If an employee does not schedule vacation in this manner, he/she may request the use of vacation time during the year but such requests will be considered by the date of the request rather than by seniority. An employee shall request utilization of vacation leave at least ten (10) working days in advance of such requested vacation. Management, in its discretion, may waive the ten (10) working days timeline in cases of legitimate emergency as determined by the superintendent or designee.

**Section 5:** Vacation pay is computed on the basis of the employee's straight-time hourly rate.

**Section 6:** An employee on a prearranged approved vacation during a week in which a holiday falls will not have the holiday charged to his vacation account. The employee will not receive vacation pay for the holiday.

**Section 7:** If an employee on vacation becomes ill and is confined to a hospital, (s)he may request, upon his return to work, that the time in the hospital be deducted from his accumulated sick leave. Vacation time equivalent to that time deducted from sick leave may be rescheduled at a later date.

**Section 8:** Vacation time may not be accrued from one (1) fiscal year to the next without written approval of the Superintendent or his designee. An employee may not take vacation time off prior to the time the vacation is credited to the employee's account.

**Section 9:** A terminating employee will receive prorated vacation time. The anniversary date of the employee will be used to determine accrued vacation when adjusting the final pay of the employee.

**Section 10:** An employee involuntarily terminated will be eligible to receive all earned, unused vacation pay.

## **ARTICLE 11 – INSURANCE**

### ***Section 1: Health Insurance***

The District will make available to full-time bargaining unit members a monthly subsidy which can be applied to a comprehensive hospitalization program, including medical and surgical protection.

Unit members shall be eligible to choose either MESSA Choices II (Saver RX) with XVA2 or MESSA ABC Plan 1 health insurance coverage.

Members that elect MESSA Choices II (Saver RX) with XVA2 health insurance coverage shall be responsible to pay 30% of cost of said premium (including State and Federal taxes and fees) by payroll deduction. The District will pay 70% towards the cost of the premiums (including State and Federal taxes and fees) of said coverage. The said plan shall also contain the following specifications:

- (a) \$500/\$1000 in-network deductible;
- (b) \$1000/\$2000 out-of-network deductible;
- (c) \$20 office visit co-pay/\$25 urgent care co-pay/\$50 emergency room co-pay;



Members that elect MESSA ABC Plan 1 health insurance coverage shall be responsible to pay 20% of the cost of said premium (including State and Federal taxes and fees) by payroll deduction. The District will pay 80% towards the premium cost (including State and Federal taxes and fees) of said coverage and will fund the deductible at 50% via a contribution to an HSA. The District will deposit appropriate prorated amounts on the first business day following January 1 and July 1. The ABC plan shall also contain the following specifications:

- (a) \$1300/\$2600 in-network deductible
- (b) \$2600/\$5200 out-of-network deductible;

### ***Section 2: Dental Benefits***

As of 1/1/2016 the District will provide dental benefits (80/80/80/80-\$1300) to all regular full-time employees and eligible dependents. This plan will be provided by Delta Dental in accordance with plan provisions offered by MESSA. All benefits, definitions and terms shall be in accordance with the master policy between the District and the insurance carrier. All premium costs are paid by the District.

### ***Section 3: Vision Benefits***

As of 1/1/2016 the District will provide vision benefits through MESSA with VSP-Silver level of coverage. The premium for this coverage shall be fully paid by the District. All benefits, definitions and terms shall be in accordance with the master policy between the School and the insurance carrier. All premium costs are paid by the District.

### ***Section 4: Life Insurance Benefit***

The District will pay the full premium cost for a \$20,000 term life insurance policy including non-occupational AD&D for all full-time employees as defined in Article I. All benefits, definitions and terms shall be in accordance with the master policy between the school and the insurance carrier.

All employees must be actively working at the time of enrollment in order to be eligible. Those employees absent during the enrollment period will become eligible upon their return to work. For coverage to be in force, application must be made via the District's enrollment process. If an application is submitted after the enrollment period, the applicant must meet the conditions established by the insurance carrier for late enrollments. All rules and regulations established by the insurance carrier in the administration and application of benefits shall override the terms of this Agreement.

## **ARTICLE 12 – LEAVES**

### ***Section 1: Sick Leave***

- a) Sick leave will be accrued at the rate of one (1) day a month. Each sick leave day accrued will be credited to the employee's account at the beginning of the month earned. New employees are not eligible to use paid sick leave during their first ninety (90) days of employment. The employer may grant the use of unearned sick leave on a case-by-case basis.

b) If an employee has been absent from work more than two (2) consecutive days because of illness (physical or mental), the employer may request that the employee provide verification of illness from the employee's physician.

If an employee is absent more than six (6) separate occurrences per year, he/she may be counseled by the supervisor regarding the reasons for such absences. Physician statements, at the employee's expense, may be required. An occurrence is defined as a sick leave absence of one (1) or more consecutive days. An absence of less than four (4) hours shall not be counted as an occurrence.

If an employee is absent more than ten (10) consecutive working days, the employer may request that the employee see a doctor of the School's choice to verify the need for the extended absence.

c) In the event an immediate family member is ill, the time will be deducted from the employee's personal sick leave. "Immediate family" shall be defined as mother (in-law), father (in-law), step-parent (in-law), husband, wife, children, step-child and any other legal dependent(s) of the employee. If more than three (3) day per occurrence is needed medical certification is required.

In the event a non-immediate family member is in need of support and/or care due to an illness, the employee must request the time in-advance, if foreseeable, to the Superintendent or designee. Medical certification must be provided. If approved, the time will be deducted from the employee's sick leave bank.

Special leaves for illness in the family beyond the conditions established in this Section may be approved at the sole discretion of the Superintendent or designee.

d) Each employee shall be entitled to accumulate the unused portion of each year's sick leave up to a total of one hundred thirty-four (134) days which shall be available to him/her in future years. Upon termination of employment, all accumulated sick leave benefits are void.

e) Sick leave shall be prorated for those employees employed less than a full year.

f) Illness occurring during snow days or in-service days shall be charged against the employee's sick leave.

g) If an employee is off work because of disability for more than six (6) months, the District reserves the right to cash out the vacation time the employee earned during the disability.

h) An employee who has completed ten (10) or more years of service to Portage Public Schools and retires, receives a disability retirement, or dies while employed by the School shall receive a cash payment equivalent to fifty percent (50%) of the number of full-time days of unused accumulated sick leave credited on the date of employee's retirement or death. Payment shall be computed at a rate of \$25 per day. In the event of death, payment shall be made to the beneficiary designated by the employee in writing, or in absence thereof, to the employee's estate.

## **Section 2: Business Leave**

Each employee shall be allowed, with full pay, up to two (2) days per year for the purpose of transacting business. Absences under this provision shall be necessary personal business reasons which cannot be handled at any other time than during the work day. Business leaves may not be used as an extension of vacation or holidays. Except in case of emergency, business leave requests, with reasons, must be submitted three (3) days prior to the absence and must be approved by the supervisor. Bargaining Unit members shall be allowed to carry over unused personal business leave days up to a maximum of five (5) days.

Up to one (1) day of additional business leave may be granted in a case of emergency to an employee at the sole discretion of the Superintendent or his/her designee. This decision shall not be subject to the grievance procedure.

## **Section 3: Special Leave**

Leaves with pay and not chargeable against sick leave or business leave allowances are as follows:

- a) Absence when an employee is called for jury duty, except the School will pay only the difference between the per diem rate of the employee and the amount received for jury duty.
- b) Court appearance when the employee is called as a witness on School matters. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This Section shall not be in effect in any case in which the employee brings suit against the School District.

## **Section 4: Association Leave**

Employees who are elected or selected by the Association to accept a full-time assignment with the local Association, the District or the Michigan Education Association, which assignment takes them away from their employment with the School shall, upon written request by the Association served upon the Director of School Services, be given a leave of absence without pay and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of that assignment, whichever is shorter.

## **Section 5: Funeral Leave**

The School shall grant an employee up to three (3) days with pay when death occurs in the immediate family. The absence must occur from the day of death through the day of the funeral.

“Immediate family” shall be defined as: wife, husband, son, daughter, son-in-law, daughter-in-law, mother, father, sister (in-law), brother (in-law), step-parent, step-child, parent-in-law, grandparent, or grandchild. Immediate family shall also include those persons who maintained a

common legal residence with the employee at the time of death. Up to one (1) day with pay shall be granted when death occurs in the non-immediate family.

- a) Such absence shall be reported to the School on the first day.
- b) Absence must be used for the purpose of attending the funeral or other services following the customary practices in connection with such a death.
- c) In the event of the death of a friend, up to one (1) day of funeral leave will be provided to attend the funeral of the friend. Such time will be chargeable to the individual's sick leave account and shall be limited to one (1) occurrence per year.

#### **Section 6: Leaves of Absence Without Pay**

An employee on a leave of absence without pay is considered on the inactive payroll and as such is not entitled to the benefits under this contract, except as may be required by law. An employee who fails to return to work from a leave on or before the expiration date will be terminated.

- a) Any employee whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay or fringe benefits for such time as may be necessary for complete recovery from such illness, except the limit of such leaves shall be one (1) year from the last day the employee worked.

Application for leave of absence must be submitted, in writing, to the Superintendent's office for approval prior to the starting date of such leave.

The School may require verification from a competent medical authority of the School's choice as to the need of the employee for such extended leave. Upon return from illness leave of absence the School shall have the right to require a verification from a competent medical authority of the School's choice as to the employee's fitness to return. The cost of the above examination will be paid by the School.

- b) Any situation which might arise concerning leaves, which is not referred to in this Agreement, shall be left to the discretion of the Superintendent of Schools. However, such leaves shall be considered leaves of absence without pay.

### **ARTICLE 13 – SENIORITY AND PROMOTION**

**Section 1:** When openings occur in the bargaining unit, the job will be posted internally for five (5) working days before being posted externally. All candidates from within the Association who have expressed an interest in the job (Section 5) will be granted an interview and given consideration by seniority, ability to perform the job, and past work record. All other factors being equal, the most senior applicant will be awarded the position.

- a) Testing procedures will be used for all changes in classifications and will be administered to applicants selected for an interview unless the selected individual has

completed an established training or apprenticeship program which directly applies to the position being filled.

**Section 2:** Employees who are awarded a posted job are restricted for a period of one (1) year from the date of the award from bidding on other vacancies within the same classification and shift.

**Section 3:** If an employee is promoted to a higher classified job, he/she shall be placed on the step immediately below their current step in the new grade classification.

**Section 4:** An employee who voluntarily or involuntarily transfers to a lower classified job will be placed on the step of the lower salary grade at the level they would have been as if the promotion to the higher grade had not occurred. No employee will be paid at a rate greater than the maximum indicated in Salary Schedule A for the job he/she is performing.

**Section 5:**

- a) All the job vacancies will be posted in each school building for a period of five (5) working days and a copy will be given to the President of the Association. Job postings will include the school assignment (if applicable), the shift and required qualifications. Employees wishing to apply may submit their application to the Human Resources Office within the five (5) day period. All employees submitting an application will be considered and will be informed of acceptance or rejection in writing with the reason stated.
- b) An employee transferred from within the bargaining unit to a new job will be given a sixty (60) day probationary trial period.
- c) If at the end of the trial period the employee has not demonstrated his/her ability to perform the job satisfactorily, arrangements will be made to transfer the employee back to his former position and pay. If the employee decides he does not wish to continue on the new job, he may request to return to his former position and pay.

**Section 6:** The District shall furnish current seniority lists of all bargaining unit employees to the President of the Association within 5 days of a request to do so. Any objections to the accuracy of the seniority list must be presented to the School, in writing, within thirty (30) days of presentation of the list to the Association President.

**Section 7:** When a person serves as a Maintenance Helper for three (3) years, he/she shall be promoted to Maintenance Worker upon successful completion of a test.

**ARTICLE 14 – LAY OFF AND RECALL**

**Section 1:** When a new employee completes his/her ninety (90) day probationary period, he/she shall be placed on the seniority list as of his/her last day of hire. There shall be no seniority among probationary employees.

**Section 2:** If it becomes necessary to reduce the labor force, the affected classification will be identified. The employee with the least amount of total bargaining unit seniority in the affected classification shall be displaced first. If there is a vacancy in the same grade, the employee will be placed in that vacancy, provided that he/she has the then present ability to perform the work. If there are no vacancies, the employee may bump an employee with less bargaining unit seniority if there are no vacancies in the same grade level first, then succeeding lower grade levels, provided the employee has the then present ability to perform the work in that classification. The number of bumps allowed by this procedure will be limited to six (6) bumps within Grade 2.

**Section 3:** An employee who has been displaced but has remained in the reduced work force shall be returned to his/her former classification before new positions are posted. An employee refusing a recall to his/her former classification waives all future claims to that classification.

**Section 4:** A laid off employee shall be called back in reverse order in which he/she was laid off, provided the laid off employee has the ability to perform the required duties.

**Section 5:** Responsibilities of laid off employees:

A laid off employee will:

- a) Make sure the Human Resources Department has his/her current address and telephone number.
- b) Notify the Human Resources in writing of any change in address or telephone number.
- c) Respond to the receipt of a recall notice within five (5) working days. (Non-acceptance of a registered letter will not void this requirement.)
- d) Be available for work within five (5) days from receipt of letter of recall.

If the laid off employee fails to meet any of the above responsibilities, the School may terminate the employee as having "voluntarily quit."

**Section 6:** A laid off employee will remain on the recall list for a period equal to their length of seniority or two (2) years whichever is shorter. If an employee has not been recalled to work within two (2) years, the employer may terminate that employee from employment with the School System. The School has no obligation under this Agreement to re-employ any probationary laid off employee.

## **ARTICLE 15 – NEGOTIATION PROCEDURES**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other

shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject matter not covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE 16 – SCHOOL 'S RIGHTS CLAUSE**

**Section 1:** The School, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the District. The School has the right to maintain order and efficiency; to hire; to direct the work force; to temporarily shift Custodians to other buildings to cover absenteeism; to establish work rules; to determine the number of employees; to assign work, and to transfer employees (transfers will be made only within the same classification and shift; management will provide the Association with reasons for such transfers which will not be arbitrary nor capricious); to discipline, suspend and discharge for cause; to lay off employees because of lack of work and to recall employees when increasing the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

**Section 2:** Under Michigan Compiled Law 423.215, a school district is given the absolute right to decide whether or not to contract with a third party for one or more non-instructional support services; or the procedures for obtaining the contract; or the identity of the third party; or the impact of the contract on individual employees of the bargaining unit. Such decision is within the sole authority of the school district to decide and constitutes a prohibited subject of bargaining between a public school district and a bargaining representative of its employees.

#### **ARTICLE 17 – CONTINUITY OF OPERATIONS**

The Association agrees that during the term of this Agreement and while negotiations are continuing on a successor Agreement, it shall not direct, instigate, participate in, encourage, or support any interruption of work or other concerted action against the School by any custodial or maintenance employee, or any group of custodial or maintenance employees, as referred to in Article 1. Participation in any interruption of the School program brought about either by the actions of the Association or of individuals or groups within the Association shall be cause for discipline of the participants by the employer up to and including discharge.

#### **ARTICLE 18 – DISCHARGE, DEMOTION AND DISCIPLINE**

**Section 1:** The School has the right to discipline an employee for just cause up to and including discharge. Discipline is to be corrective in nature and shall be progressive. Discipline will occur for violations of the work rules or for offenses which are of equal magnitude. Disciplinary actions are subject to the grievance procedure as outlined in this Agreement. All grievances involving suspensions or discharge of an employee will be submitted at the third step of the

grievance procedure. The above standards and procedures shall not be applicable to the termination of probationary employees, as specified in Article 3 of this Agreement.

**Section 2:** Should it be necessary to reprimand an employee, the reprimand shall be given in a businesslike manner. An employee shall be entitled to have a representative of the Association present during any disciplinary action when such action may become part of the employee's personnel file. When a request for a representative is made, no action shall be taken or meetings held with respect to the employee until such representative is present.

**Section 3:** Upon request, an employee may review his/her official personnel file.

### **ARTICLE 19 – MISCELLANEOUS PROVISIONS**

**Section 1:** An employee who wishes to resign shall file a written notice of resignation with the District at least two (2) weeks prior to the time the employee expects to leave the employ of the District.

**Section 2:** The Association recognizes the right of the District to require physical examinations, as prescribed by the School, from a doctor of the District's choice. The District shall bear the expense of any such examination.

**Section 3:** The District shall furnish to the Association, in response to reasonable requests from the President, such public information that would assist the Association to bargain collectively with the District.

**Section 4:** The agreement will be placed on the website within 5 days of ratification and a printed copy will be provided to the President of the Association.

**Section 5:** This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the District and the Association and constitutes the entire agreement between the Parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**Section 6:** The Employer shall provide copies of status change notices for bargaining unit members to the President within 5 days of a request for specific notices.

**Section 7:** In the event any employee of this bargaining unit is mandated to apply for a Commercial Driver's License, the Employer will pay all costs for such license and endorsements required by law.

**Section 8:** For all current employees, the District will pay all of the costs related to fingerprinting as the result of the new legislation on school safety.

**Section 9:** An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2001 Public Act 4.



## ARTICLE 20 – GRIEVANCE PROCEDURES

**Section 1:** A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

**Section 2:** Nothing within this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with terms of this Agreement.

### **Section 3: Procedure**

**Step 1** An employee with a grievance shall discuss it with his immediate supervisor individually, together with his representative, or through the Association representative. This discussion must be held within five (5) working days of its occurrence or said grievance shall be deemed waived by the employee, Association and the School.

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within five (5) working days from date of meeting to the supervisor for his decision. This answer must be given in writing within five (5) working days from date of receipt.

**Step 2** If the decision of the supervisor is unacceptable to the Union, the Association may take the grievance up with the Facilities Manager within five (5) working days following the supervisor's decision. The Facilities Manager, or his representative, shall give his decision in writing over his signature within five (5) working days following presentation of the grievance by the Union.

**Step 3** If the decision of the Facilities Manager is unacceptable to the Union, the Association shall so notify the Human Resources Manager within three (3) working days following the rendering of the decision in Step 2. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the Section or Sections of the Contract that have been violated. Such a meeting must be held within seven (7) working days from date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

**Step 4** In the event the grievance is not satisfactorily resolved at Step 3, within ten (10) working days after receipt of the Superintendent's decision the grievance may be transmitted to the State Labor Mediation Board for purposes of acquiring assistance of the State Labor Mediator for grievance meeting purposes. Such meeting shall be held within fifteen (15) days after request by either party.

**Step 5**

In the event the grievance is not satisfactorily settled at Step 4, the Association shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below.

The Association shall have the right to refer such grievances to arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect, provided such referral is made in writing with a copy to the Human Resources Manager within ten (10) working days after receipt by the Association of the 4<sup>th</sup> step answer for such grievances. If the grievances have not been submitted to arbitration within said ten (10) working day period, they shall be considered as being resolved.

The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be in keeping with, and may be addressed procedurally and substantively as enumerated within the Michigan Arbitration Act, Public Act 371 of 2012. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the District and the Association.

**Section 4:**

- a) Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limit is extended by mutual agreement in writing by the parties involved.
- b) If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement), the Association may submit the grievance to the next step of the grievance procedure.
- c) In the administration of the grievance procedures any financial liability to the School District shall be limited to the amount of earnings actually lost with deductions of all sums earned during this period. If an error is made in the calculation of an employee's salary, the School will be liable for the shortage. If an error should be made which results in overpayment to the employee, then the employee shall be obligated to repay the School. Such liability on the employee and the School shall be limited to the current contract year.

**ARTICLE 21 – STEWARDS**

The Employer recognizes the right of the local Association membership to select four (4) Stewards from the Employer's seniority list of employees in the Unit. The Steward shall be permitted time to investigate, present, and process grievances on the Employer property, without

the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be approved by the Supervisor or Facilities Manager prior to the requested absence. Such time shall be granted unless the Stewards requesting the released time is involved in an emergency situation.

#### **ARTICLE 22 – RETIREMENT**

The District will provide a service award of \$1,500 to an employee who retires with immediate benefits under the Michigan Public Schools Employee Retirement System (MPSERS), under their rules. This payment will be made within one (1) month of the employee's retirement date.

**ARTICLE 23 – DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2016 and will remain in effect until midnight on June 30, 2019. The parties agree that negotiations for a successor contract will begin not less than sixty (60) days prior to the expiration of this Agreement. The parties agree that negotiations will begin no later than May 15, 2017 and May 15, 2018 for wage/benefit re-openers.

**PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION**

By: Jeff Runk

By: \_\_\_\_\_

By: \_\_\_\_\_

**PORTAGE PUBLIC SCHOOLS**

By: Walter D. Smith

By: [Signature]

By: [Signature]

Schedule A – Custodial/Maintenance – PPS Valid 7/1/16 through 6/30/2017

JG I (Custodian)

Step 1: \$8.75

Step 2: \$9.25

Step 3: \$9.75

JG II (Head Custodian/Central Delivery)

Step 0: \$14.90

Step 1: \$15.37

Step 2: \$15.83

Step 3: \$16.37 (MS/HS only)

Step 4: \$16.76 (HS only)

Step 5: \$17.18 (HS only)

JG III (Maintenance, non-certificated or licensed)

Step 1: \$18.20

Step 2: \$18.54

Step 3: \$19.04

Step 4: \$19.56

Step 5: \$19.95

Step 6: \$20.33

JG IV (Specialized and/or licensed)

Step 1: \$19.71

Step 2: \$20.08

Step 3: \$20.46

Step 4: \$20.86

Step 5: \$21.25

Step 6: \$22.07

Steps will be granted to eligible bargaining unit members for the 2016-2017 school year.

Those not receiving a step increase for the 16-17 school year will receive a one-time \$100 payment upon ratification

Remaining Custodian II will receive an increase of one (1) percent to his hourly rate

**LETTER OF AGREEMENT NO. 1**

**LETTER OF AGREEMENT  
Between  
PORTAGE PUBLIC SCHOOLS  
and the  
PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION**

**Re: 403(b)/Roth 403(b)/457 Program**

NOW COMES the Portage Public Schools District ("District") and the Portage Custodial/Maintenance Association ("Association"), and said parties do hereby agree to the following:

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. The District's 403(b) plan offers regular pre-tax 403(b) employee contributions and Roth (after-tax) 403(b) employee contributions. The District's 457 plan offers regular pre-tax 457 employee contributions. The Internal Revenue Service has issued significant new regulations impacting such 403(b) program, which became effective January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 220 public school districts, 29 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium ("MRIC" or "Consortium"). That Consortium undertook a Request for Proposal process and selected TSA Consulting Group ("TSA") as the third party administrator for the Consortium. TSA Consulting Group is the third party administrator for Portage Public Schools 403(b) and 457 Plans.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. Investment products to be offered to Association members will include the following authorized vendors: Ameriprise Financial, AXA Equitable Life Insurance Company, Fidelity Investments, Horace Mann Insurance, Primerica Financial Services, MET Life Insurance, Asfire Financial Services. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium, which are: MEA Financial Services, Plan Member Services, The Legend Group, VALIC, Waddel & Reed, and Midwest Capital Advisors.
5. The parties agree that fees as may be required to administer the 403(b) Plan will be kept as low as possible. TSA may require investment providers to pay reasonable administrative costs. The Consortium is requiring all core vendors to provide a periodic report card of the investment product's performance and fees that will be shared with all

employees. The District will encourage its authorized vendors to provide the same information.

6. 403(b) and 457 Plan Documents allow employees the ability to make changes in their investment portfolio. An employee may invest with one 403(b) provider, one Roth 403(b) provider, and a third provider for a 457 at one time. Provisions for hardship withdrawals are included within the 403(b) and 457 Plans. Employees shall also be permitted to take loans from their investment as permitted in the 403(b) and 457 Plan Documents. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.
7. The Plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
8. The District and the Association agree to conduct ongoing review and assessment of the performance of MRIC, TSA and participating investment firms with the goal of maintaining a quality 403(b)/457 program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with the Association.
9. The District and the Association agree, as part of the ongoing assessment of the 403(b)/457 program, to recommend that representatives of participating School Districts and MEA Associations will act in an advisory capacity to MRIC.
10. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b)/457 program.

**PORTAGE C/M ASSOCIATION**

By: Jeff Plunkett

Its: President

By: \_\_\_\_\_

Its: Chief Negotiator

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

By: [Signature]

Its: President

By: [Signature]

Its: Superintendent

Letter of Agreement

NOW COMES the Portage Custodial/Maintenance Association (MEA) and Portage Public Schools, and said parties are signatories to a Collective Bargaining Agreement.

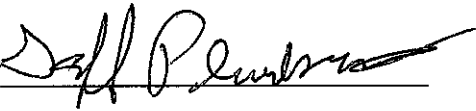
In Article 7, Section 1

For the 2016-2017 school year, the District will increase the uniform allowance for full-time bargaining unit members to any combination of eight (8) shirts and pants, instead of five (5).

**PORTAGE CUSTODIAL/MAINTENANCE  
ASSOCIATION**

**PORTAGE PUBLIC SCHOOLS**

By: \_\_\_\_\_



By: \_\_\_\_\_

