

**NEGOTIATIONS AGREEMENT**

**BETWEEN**

**PORTAGE PUBLIC SCHOOLS**

**AND**

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

**2007-2009**

PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

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PORTAGE PUBLIC SCHOOLS

and

PORTGE CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

This Agreement entered into this 10<sup>th</sup> day of March, 2009, 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 – AGENCY SHOP, PAYROLL DUES DEDUCTIONS

**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 Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- a) Accordingly, it is fair that each employee in the bargaining unit may pay his own way and assume his fair share of the obligation, along with the grant of equal benefit contained in this Agreement, including dues and initiation fee.

- b) In accordance with the policy set forth under paragraph (1) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Association, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association, which shall be limited to an amount of money equal to the Association's regular and usual initiation fees, and its regular and usual dues. For present regular employees, who have been employed for thirty-one (31) days, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later; and for new employees, and those employees who have not completed thirty-one (31) days of employment, the payment shall start thirty-one (31) days following the date of employment.
- c) If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

**Section 2:** During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues provided, however, that the Association presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local MEA. This may be done through the President of the Association.

- a) Amount of initiation fee and dues will be certified to the Employer by the Treasurer of the Association.
- b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and initiation fees.

**Section 3:** The Association agrees to defend, indemnify and save the School harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association dues; or in reliance on any list, notice, certification or authorization furnished under this Section. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

**Section 4:** 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. Grade 1 must work ninety (90) days to receive health insurance. 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.

Following the completion of thirty (30) calendar days of employment, all probationary employees in Grades 2 through 6 shall be eligible for holiday pay as set forth in Article 9, prorated sick leave as set forth in Article 12, and the hospital 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. The Salary Schedule A shall be improved by a factor of 1.5%. This increase is retroactive to July 1, 2007.

**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.

- a) Semi-annually, maintenance workers may sign a list to indicate their interest in working overtime hours. Semi-annually, management will post a list which indicates the number of overtime hours worked and refused. In the event the Association perceives a disparity, the Employer and the Association will meet in an attempt to negotiate modifications.

**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, five (5) uniform changes per week. New uniforms shall be provided every two (2) years.

**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:** Upon termination of employment, the employee is responsible for promptly returning all uniforms provided by the School. Failure to do so will result in a reduction of the employee’s final pay by an amount equal to the cost of the uniforms.

**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.	Head Custodian
3:00 p.m. to 11:00 p.m.	Custodians
11:00 p.m. to 7:00 p.m.	
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. New Year’s Day
- B. Spring Friday\*
- 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. Day before New Year's Day

\*Spring Friday shall be the Friday preceding the Spring Break as determined in the school calendar.

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 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.

**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. Employees normally scheduled to work an eight (8) hour shift will work six (6) hours on such days and will be paid for eight (8) hours. Management will exercise flexibility regarding employees' reporting time based upon individual circumstances and conditions. Those employees who are required to work more than six (6) hours on these days will be paid at one and one-half (1 ½) times their hourly rate for all hours worked over six (6).

If employees work two (2) or more days when school is closed, the administration will identify one floating holiday for employees during the next fiscal year.

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:** An employee who has worked one (1) continuous year with the School District shall be credited with two (2) weeks of paid vacation on the one (1) year anniversary date. On July 1, the employee shall be credited with prorated vacation for the period from the anniversary date to July 1. 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:** An employee who has worked seven (7) continuous years with the School District shall be eligible for three (3) weeks of vacation. The third (3<sup>rd</sup>) week of vacation shall be credited on July 1 of the year in which the seventh (7<sup>th</sup>) employment anniversary occurs. For purposes of computing vacation, a year is July 1 – June 30.

**Section 3:** An employee who has worked fifteen (15) continuous years with the School District 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. For purposes of computing vacation, a year is July 1 – June 30.

**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.

**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, 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:** If an employee is disabled from performing their job, he/she may freeze their accrued balance of vacation time. If the employee is off work because of said disability for more than six (6) months, the School District reserves the right to cash out the vacation time the employee earned during the period of disability.

**Section 10:** 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 11:** An employee involuntarily terminated will be eligible to receive all unused vacation pay.

## ARTICLE 11 – INSURANCE

**Section 1:** The District will make available to all bargaining unit employees a monthly subsidy which can be applied to a comprehensive hospitalization program, including medical and surgical protection.

Unit members shall be eligible for MESSA Choices 2 with XVA2 health insurance coverage. The District will pay 90% towards the cost of the premiums of said coverage. The membership that sign up for said insurance coverage shall be responsible to pay 10% of the cost of said premium by payroll deduction.

A unit member will be allowed to sign up for MESSA Super Care 1 insurance coverage with the understanding that he/she will be responsible to pay by payroll deduction 100% of the cost between the Employer contribution for Choices 2 and the cost of Super Care 1 coverage.

**Section 2:** New employees will receive a prorated subsidy beginning at the completion of thirty (30) days of continuous employment. Enrollment regulations established by the insurance carrier will apply.

**Section 3:** Employees who elect not to participate in the Hospital Medical Insurance plan may elect to receive a School-paid cash option in lieu of insurance in the amount of \$100.00 per month. The election to receive this benefit must be made by October 1 each year.

**Section 4:** The School District shall provide fully-paid optical benefits equal to the VSP-2 plan.

**Section 5:** The School District shall provide fully paid benefits equal to the Delta Dental 80/80/80 plan.

## 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) The amount of leave for accident or illness in the immediate family shall be limited to one (1) day per occurrence not to exceed three (3) days in any one (1) school year to make necessary arrangements for providing care by someone other than the employee. In emergency situations, additional time per occurrence may be allowed by the Superintendent of Schools. All additional time will be deducted from the employee's sick leave account. "Immediate family" is defined as spouse, children and any other person dependent upon the employee for support and care. If the member of the immediate family is not living with the employee, "illness in the family" is deducted from sick leave. Special leaves for illness in the family beyond the conditions established in this Section may be approved at the sole discretion of the Superintendent of Schools.
- 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.

## **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 three (3) days prior to the absence and must be approved by the supervisor. Some acceptable uses of business leaves are doctor, dentist and legal appointments. 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) When second shift employees work a full day on jury duty, they must work one-half (1/2) of their regularly-scheduled shift. Jury duty obligations for third shift employees will be considered on a case-by-case basis. An example of consideration would be consecutive full days of jury duty.
- c) 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, which ever 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 unless the location of the funeral is more than 200 miles from the School District; then one (1) of the three (3) days may be used for travel time.

“Immediate family” shall be defined as: wife, husband, son, daughter, son-in-law, daughter-in-law, mother, father, sister, brother, 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, candidates from within the Association who have expressed an interest in the job (Section 5) will be 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. The guidelines for the testing procedures are attached as #1.

**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 will receive a twelve (12¢) cents per hour increase at the time of the transfer. The employee will be promoted at this new rate to the new job classification. Upon satisfactory completion of the sixty (60) day probationary period, the employee's wage will be raised to the next step in the classification. On the following July 1, the promoted employee will be given credit for experience on the new job in increments of ¼ step for each three (3) months of experience in the new position.

**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 names in writing 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 up to two (2) times per year, upon written request of the President of the Association.

**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, even though such subject 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 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 I. 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.

**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. Any disciplinary actions over two (2) years old shall not be used in any subsequent disciplinary action.

## ARTICLE 19 – MISCELLANEOUS PROVISIONS

**Section 1:** An employee who wishes to resign shall file a written notice of resignation with the District at least one (1) week 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 Union, in response to reasonable requests from the President, such public information that would assist the Association to bargain collectively with the District.

**Section 4:** Copies of the Agreement will be made available to the President of the Association for distribution to its membership.

**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.

**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.

## **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 final and binding upon the parties hereto. 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 Custodian Supervisor, Maintenance 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.

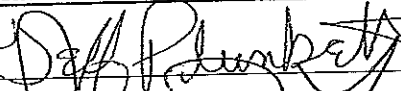
**ARTICLE 22 – RETIREMENT**


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 (MPERS), under their rules. This payment will be made within one (1) month of the employee's retirement date.

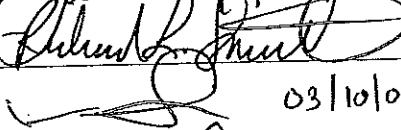
ARTICLE 23 – DURATION OF AGREEMENT

This Agreement will be in effect from July 1, 2007, through June 30, 2009. Provided, that in the second year of this Agreement (i.e., July 1, 2008 to June 30, 2009) there shall be a reopener for Article 11/Insurance and Schedule A (2008-2009 Salary Schedule).

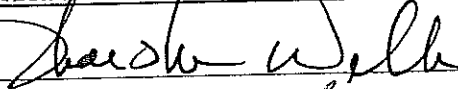
PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION

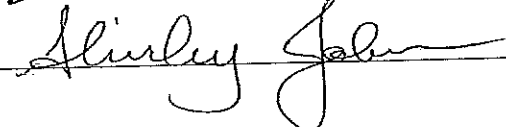
By:  3-10-09

By:  3-10-09

By:  3/10/09  
03/10/09

PORTAGE PUBLIC SCHOOLS

By: 

By: 

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

**SCHEDULE A**

**SALARIES FOR CUSTODIAL AND MAINTENANCE PERSONNEL**

**July 1, 2007 – June 30, 2008**

(1.5% Increase)

**GRADE 1**

**CUSTODIAN**

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Step 1:	\$10.13
Step 2:	\$10.50
Step 3:	\$10.84
Step 4:	\$11.04

Custodian 1 employees would have the right to health insurance following the successful completion of first ninety (90) days of employment.

**GRADE 2**

**CUSTODIAN II  
UTILITY CUSTODIAN – 2nd Shift**

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Step 1:	\$13.02
Step 2:	\$13.85
Step 3:	\$14.82

**GRADE 3**

**ELEMENTARY AND ADMINISTRATIVE  
HEAD CUSTODIAN  
UTILITY CUSTODIAN – 1<sup>st</sup> Shift**

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Step 1:	\$14.29
Step 2:	\$15.03
Step 3:	\$15.48

**GRADE 4**

**APPRENTICE  
MIDDLE SCHOOL HEAD  
CUSTODIAN  
MAINTENANCE HELPER  
CENTRAL SERVICES/DELIVERY  
PERSON**

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Step 1:	\$15.03
Step 2:	\$15.63
Step 3:	\$16.01

**GRADE 5**

**BUILDING ENGINEER  
HEAD BUS MECHANIC  
BUS MECHANIC  
ELECTRONIC TECHNICIAN  
MAINTENANCE**

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Step 1:	\$16.39
Step 2:	\$16.80
Step 3:	\$17.32

**GRADE 6**

**HEAD BUS MECHANIC (5 years)  
BUS MECHANIC (5 years)  
ELECTRONIC TECHNICIAN (5 years)  
MAINTENANCE (5 years)  
JOURNEYMAN**

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Step 1:	\$16.84
Step 2:	\$17.24
Step 3:	\$17.77

**Section 1:** The parties have agreed to create a new classification which shall be called Custodian I.

Individuals hired subsequent to the date of ratification as Custodian I shall continue in such classification until they successfully bid on a Grade II position. Such individuals will not be allowed to bid on a Grade 3 or higher position during the term of this Contract.

**Section 2:** Custodians Is will only be utilized on the second or third shifts pursuant to the designation below:

Amberly (1)  
Moorsbridge (1)  
PCEC (1)  
Lake Center (1)  
Central Middle (1)  
North Middle (1)  
West Middle (2)  
Central High  
    2 on second  
    2 on third  
Northern High  
    3 on second  
    1 on third



## TESTING GUIDELINES

The District will continue to post positions both externally and internally. Internal candidates will be given a written test in which one could score up to ten (10) points and a hands-on test in which one could score up to ten (10) points. Internal candidates scoring at least seventy (70%) percent on these two (2) tests (at least 14 out of 20) will be eligible to continue through the process. (The District will also administer a written and hands-on tests to any outside candidate being considered by the District.)

Internal candidates who score at least seventy (70%) percent on the written and hands-on test will then move on and be evaluated on the following four (4) factors: performance, seniority, verbal interview, and question enhancement during the verbal interview. The point totals from the written and hands-on test will not be carried over, and all such remaining candidates will be equal moving into the second phase.

Performance will be based on the following schedule:

Outstanding	10 points
Meets all expectations	5 points
Needs improvement	0 points

Seniority will be based on the following schedule:

<u>Seniority</u>	<u>Points</u>
10 years	10
9 years	9
8 years	8
7 years	7
6 years	6
5 years	5
4 years	4
3 years	3
2 years	2
1 years	1

Verbal interview and question enhancement during verbal interview will be given the same point totals available as previously:

Verbal	10 points
Question enhancement	5 points

From this point forward, the interviews will include the involvement of individuals from the site-based team from the facility where the open position exists. Candidates will be rated by both the building principal, after input from the site representatives, and representatives of the management of the Facilities Department.

In this second stage, there will be a total of thirty (30) points available. The successful candidate will need a minimum of twenty-one (21) points with the position being awarded to the candidate securing the most points. The aforementioned will be the rule unless the top two (2) candidates are within one (1) point. In the event the top two (2) candidates are within one (1) point, the position will be awarded to the most senior candidate.

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