

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

**PORTAGE ASSOCIATION OF EDUCATIONAL
OFFICE PERSONNEL**

2008-2009

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PORTAGE PUBLIC SCHOOLS

AND

PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

THIS AGREEMENT ENTERED INTO THIS 2nd day of April, 2009, by and between the PORTAGE PUBLIC SCHOOLS of the City of Portage, hereinafter called the "School," and the PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the School has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its office personnel as set forth in Article I with respect to hours, wages and terms and conditions of employment, and

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 11 of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment, for all full-time and regular part-time educational office personnel engaged in secretarial and clerical work. Excluded from the Agreement are the following personnel: Secretaries to the Superintendent, Secretaries to the Human Resources Director, Payroll Clerks, Accounting Clerks or Bookkeepers in the Business Office and Co-op students. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employee," and reference to female personnel shall include male personnel.

Section 2: The School agrees not to negotiate with any education secretaries' organization other than the Association for the duration of this Agreement.

Section 3: The School agrees to provide notice of the intent to subcontract or transfer exclusive bargaining unit work to an outside contractor or non-unit employee. Notice shall be provided no less than 180 calendar days prior to the subcontracting.

ARTICLE 2 – EMPLOYEES' RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that those employees covered by this Agreement shall have the right freely to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in collective bargaining in regard to wages, hours and other terms and conditions of employment. As a duly elected body exercising governmental power under the law of the State of Michigan, the School agrees that it will not interfere with, restrain or coerce any employee in the enjoyment of any rights conferred by said Act 379; that neither the School nor the Association will discriminate against any employee with respect to wages, hours and other terms and conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities in connection therewith, or the institution of any grievance, complaint or proceeding under this Agreement.

Section 2: The Association shall have the right to use school building facilities for the purpose of conducting non-political Association business in accordance with the policies established by the School for use of such buildings. The Association may use the inter-school mail to distribute notices of meetings and correspondence between Association officers and members. Sections of existing bulletin boards will be designated for the purpose of posting Association materials.

Section 3: The School agrees, insofar as required by law, to furnish the Association in response to reasonable requests, such public information which may be available concerning the financial resources of the School District, tentative budgetary requirements and allocations.

Section 4: The School and the Association agree that they will not discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, handicap, height, weight and membership or non-membership in the Association.

Section 5: An employee will have the right to review the contents of all records excluding initial references of the School pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to supervisory personnel.

Section 6: The Association may request to schedule one meeting of not more than two (2) hours duration (including the lunch period) for employees as recognized in Article I, Recognition. The specific time and date of the meeting shall be subject to the approval of the School and will occur only during the working hours of the week following the last working day for teachers. Once the meeting is approved, employees who request will be permitted to attend without loss of pay.

ARTICLE 3 – COMPENSATION

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

Section 2: Pay for overtime approved by the School shall be as follows:

- (a) one and one-half times the regular hourly rate for all work performed over forty (40) hours in any one week, or eight (8) hours in one day.
- (b) Work performed on a holiday will be paid at the rate of one and one-half times the regular hourly rate for all hours worked on the holiday. This will be in addition to the holiday pay.
- (c) Work performed on Sunday will be paid at two (2) times the normal rate.

Section 3: If the School schedules a negotiations meeting during normal working hours, those Association members elected to negotiate the Agreement will not have their pay reduced because of their attendance in negotiations.

Section 4: In the event an employee transfers from one grade to another, the following method will be used to compute the new salary. If the procedure outlined in the following paragraphs causes the employee's salary to exceed the maximum step in the new grade, the employee will be placed on the maximum step of the new grade:

- (a) When transferring to a higher grade level, the employee will be placed on the equivalent step to the one immediately preceding the transfer, of the new grade level.
- (b) An employee transferred from a position of higher pay to one of lesser pay will be transferred to the new position and placed on the step equivalent to the one she was on immediately preceding this transfer, except that if the employee was on the job less than two (2) months, she will be given the rate she held prior to the transfer.
- (c) If an employee is receiving a salary prior to the transfer greater than the maximum of the job to which she is transferring, the employee will be paid at the maximum of the new grade. In no case will an employee receive a salary greater than the maximum of the grade in the job she is performing.

NOTE: THE ABOVE PROCEDURE IS ONLY APPLICABLE WHEN POSITION OPENINGS OCCUR AND JOBS ARE POSTED.

Section 5: Employees may be paid in either twenty-two (22) or twenty-six (26) pay periods. Employees must notify the Human Resources Department no later than May 30th of each year of their preference for the next fiscal year. Once the employee has made a selection it may not be

changed again that year. If the employee does not notify the School of this choice by May 30th, the School will continue to use the same pay schedule as the preceding year. Employees hired after May 30th will be paid on the basis of twenty-two (22) pay periods during their first (1st) year of employment.

ARTICLE 4 – AGENCY SHOP

Section 1: All employees must, following the completion of their probationary period, become a member of the Association or pay to the Association a service charge equivalent to the dues of the Association. Membership in the Association is not compulsory. Employees have the right to join or not to join as they see fit. Neither party shall assert any pressure or discriminate against any employee as regards such matters. However, it is clearly understood by the parties to this Agreement that being an Association member or paying the above mentioned service charge does constitute a condition of employment except as to those employees covered by Section 2 of this Article.

Section 2: Any member of the bargaining unit as of January 1, 1979, who was not a member of the Association or a person paying a service charge to such Association, is exempt from the provisions of this Article.

Section 3: The Association and the School may agree mutually that an individual employee who has religious objections or other valid objections to payment of the service charge to the Association need not be covered by the provisions of this Article.

Section 4: The Association is responsible for notifying all employees of their responsibility to either join the Association or pay a service charge to the Association. Employees who have not joined the Association or made arrangements for the payment of the service charge by the conclusion of their probationary period (ninety days) will be notified of the provisions of this Article by registered mail with a copy to the School. All such employees will be given thirty (30) days to respond.

Section 5: If an employee fails to join the Association or pay to the Association the above mentioned service charge, then the Association shall request that the School terminate the employee pursuant to the following:

- (a) The School is to be notified by registered mail of any employee who is delinquent in this agency shop obligation. A copy of this notification shall also be sent to the employee.
- (b) The School will then schedule a meeting with the employee, the Human Resources Director and a representative of the Association. The purpose of this meeting is to determine whether or not the employee is, in fact, delinquent.
- (c) If it is determined that the employee is, in fact, delinquent, the employee will be given five (5) calendar days to pay the service charge or make arrangements for payroll deduction to become current on such service charge.

- (d) At the conclusion of such five (5) day period, if it is determined that the employee is still delinquent, then the School shall terminate the employee for failure to comply with the provisions of this Article. The School shall immediately notify the Association of its action regarding this matter.

Section 6: For those bargaining unit members who sign and deliver to the Human Resources Director appropriate authorizations properly signed, the School will deduct the Association dues or service fees from their paychecks in an amount agreed upon between the parties and certified as appropriate by the treasurer of the Association; and the School shall remit the same to the treasurer of the Association. Such authorization will continue in effect from year to year unless withdrawn in writing between June 1 and September 1 of each year. Deduction shall be made on the first payday of each month for a period of nine (9) months beginning in October.

Section 7: 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 of Association dues or service fees from any employee's pay or in reliance on any list, notice, certification, authorization, termination, or any other action taken pursuant to this Article.

ARTICLE 5 – HOURS OF WORK

Section 1: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday. The specific reporting and leaving hours will be determined by each building principal for both full-time employees and part-time employees.

Section 2: All employees shall be entitled to a duty free, uninterrupted lunch period of not less than one-half (1/2) hour. They will not be paid for this period.

Section 3: Employees shall have a relief break of not more than fifteen (15) minutes in the morning and in the afternoon.

Section 4: Employees working on the basis of forty-eight (48) weeks will be off work two (2) full pay periods in July. The balance of the work year is the same as fifty-two (52) week employees. Employees working on the basis of forty (40) weeks will begin work six (6) working days prior to the date students report and will work six (6) working days after the students leave at the end of the school year. Additional work time must be mutually agreed upon by the supervisor and the employee.

Section 5: On or before February 1 of each year the District's Human Resources Manager shall meet with the bargaining representatives of the PAEOP for the purpose of establishing a process whereby needed professional development time can be discussed prior to the District's budgeting process. Following such discussion, the Human Resources Manager shall make a submission to the administrative budgeting process relative to needed professional development time for the District's Educational Office Employees. The written draft of such submission shall be shared with the PAEOP bargaining representatives prior to said submission.

Section 6: When the School finds it necessary to close school as a result of physical breakdown or climatic conditions, bargaining unit employees shall be notified by the usual means if they are not to report for work. When such employees are notified that they are not to report to work, it is understood that if state law, rules or regulations require the School to reschedule the lost student time, that the school calendar will be so adjusted by the School and that such employees will be required to work said rescheduled days without additional compensation.

When the School determines that bargaining unit employees will work during such "snow or act of God days" and the School is required to make up such lost time, then the said employees will be required to work such additional days on said adjusted calendar and they will receive additional compensation on a prorata basis.

ARTICLE 6 – WORK LOADS AND ASSIGNMENTS

Section 1: Work load and responsibilities given to employees shall be determined by the principal or immediate supervisor. (See Letter of Understanding, page 24.)

Section 2: When and if the School identifies duties for a new position, the School and the Association shall commence to bargain the rate of pay and duties for the position.

Section 3: The main responsibility of support staff is to perform secretarial functions. However, there are many instances when a secretary may find herself in a position to provide medical or physical support to a child. With the exception of dispensing medications, these are not required duties. (See Letter of Understanding, page 25.)

- (a) Those positions which will be required to dispense medication will be designated on an annual basis. Training for new employees and current incumbents will be made available upon request to the building principal, by a Special Education consultant or a medical staff member.
- (b) If a secretary finds herself in an "emergency situation" when the Principal is not in the building, she should immediately contact the teacher in charge, the reading consultant, the media specialist or Central Office. The secretary should call 911 immediately in a medical emergency.

ARTICLE 7 – VACANCIES AND PROMOTIONS

Section 1: Whenever any vacancy or other special opportunity in any office personnel position shall occur, the School shall publicize the same by posting notice of such vacancy with job duties and qualifications for five (5) working days in the general office of each school building and notifying the secretary of the Association. Vacancies occurring when school is not in session will be posted only in buildings where there are fifty-two (52) week employees.

It is the sole responsibility of the School to determine when a vacancy exists in the Bargaining Unit.

Any temporary secretarial or clerical position of twenty (20) hours per week or more which exists for a duration in excess of six (6) weeks during the school year will become a bargaining unit position and will be posted as a vacancy. The School will notify the Association when any such position qualifies as a vacancy. This provision is not intended to apply to substitutes who are temporarily replacing absent bargaining unit members.

When the District determines a vacancy exists and is contemplating subcontracting or outsourcing or when an existing bargaining unit position is going to be eliminated, it will invite the President of the Association and up to two (2) other bargaining unit members of that individual's choosing to a meeting with the Superintendent and/or Assistant Superintendent of Operations and the Human Resources Director to discuss the situation.

Section 2: Any employee may apply for such vacancy provided notification in writing is submitted to the Human Resources Department within the time limit specified in Section 1. All candidates will be given consideration by seniority and qualifications as stated on the posting. Vacancies may be filled on a temporary basis until the above notice and consideration may be given.

Within five (5) working days commencing with the day the employee reports for work in the new position, the Human Resources Department will notify all employees who responded in writing to the posting for the vacant position that the position has been filled.

Section 3: To the extent that substitutes may be available, substitutes may be assigned to perform the duties of educational office personnel during the absence of the regular employee due to reasons provided within the provisions of this Agreement. Bargaining unit members who are interested in applying for additional work and/or summer work should submit their names to Human Resources at the beginning of the school year. If temporary work becomes available, the District will attempt to offer such work to bargaining unit members who are qualified and available.

ARTICLE 8 – DISCHARGE, DEMOTION AND DISCIPLINE

Section 1: It is hereby agreed that the School has the right to discipline, demote and discharge employees for just cause. The employee may invite an Association representative to be present during conferences with the employee involving discipline, demotion or discharge.

Section 2: In cases of discipline where the offense does not warrant immediate discharge, the employee shall be notified of the deficiency or dissatisfaction in the work assigned and possible ways of making improvements. This shall be done in sufficient time so that the employee may have the opportunity to improve her work and overcome the criticism with which she is charged. Observation shall follow to ascertain whether or not progress and improvement have been made to merit continued employment.

Section 3: Any employee other than one on probation who feels she has been subject to unjust dismissal, demotion or disciplinary action may question such action through the grievance procedure.

ARTICLE 9 – SEPARATION

Section 1: Any employee desiring to resign shall file a resignation letter with her supervisor at least two (2) weeks prior, if possible, to the effective date of the termination.

Section 2: Any employee who discontinues her services with proper notification as outlined in Section 1 will be eligible to receive all unused and accrued vacation.

Section 3: If an employee is terminated involuntarily, she will be paid for any unused vacation time.

ARTICLE 10 – LEAVES

Section 1: Sick Leave

- (a) Each employee who is absent from duty because of personal illness (not job related) shall be allowed full pay for a total of twelve (12) days per year for fifty-two (52) week, eleven (11) days per year for forty-eight (48) week employees each year and ten (10) days per year for forty (40) week employees each year. The sick leave allowance will be credited to the employee's account on the first day of work of each new contract year provided the employee has resumed her duties; otherwise, the time will be prorated and credited to her account upon her return to work. New employees hired during the year will be given a prorated sick leave benefit.
- (b) If an employee has been absent from work more than five (5) consecutive days because of illness (physical or mental), the School may request that the employee have a physical examination from a doctor of the School's choice before being permitted to return to work. If an employee is absent more than ten (10) consecutive working days, the School may request that the employee see a physician of the School's choice to verify the need for the extended absence. The cost of the above examination will be paid by the School.
- (c) Each employee shall be entitled to the unused portion of each year's sick leave up to a total of ninety (90) days which shall be available to her in future years. Upon termination of employment, all accumulated sick leave benefits are void.

Those Educational Office Personnel currently having more than ninety (90) days of sick leave accumulated shall retain those days earned but shall not continue to accumulate until such time as they have used all days in excess of the above ninety (90) days.

On the first day of work of each new contract year, the employee's accumulated sick leave account shall be credited with all unused business leave days of the previous contract year. This addition of unused business leave days will be added to an employee's sick leave accumulation even if the employee has accumulated ninety (90) such sick leave days.

- (d) Sick leave may be used during any leave of absence relating to pregnancy provided the School is in receipt of proper medical documentation.

Section 2: Business Leave

Each fifty-two (52) week employee shall be allowed, with full pay, up to three (3) days per year for business leave. All forty-eight (48) week employees shall be allowed two and one-half (2 ½) business days per year. All other clerical employees shall be allowed, with full pay, up to two (2) days per year for business leave. Absences under this provision shall be necessary business reasons which cannot be handled at any other time than during the school day. Personal business leave may not be used for recreational purposes, job interviews, shopping trips, etc. Some examples of personal business leave are legal, medical and dental appointments. Business leave must be approved by the Superintendent or person designated prior to the leave date except in extreme emergency.

Section 3: Funeral Leave

The School shall grant an employee up to three (3) days with pay when death occurs in the immediate family. Additional days of funeral leave may be requested from the Superintendent of Schools or his/her designee. If such additional days are approved, they shall be charged to the employee's sick leave or vacation accumulation. The immediate family shall be defined as mother, father, husband, wife, children, mother-in-law, father-in-law, grandparents, sister, brother, son-in-law, daughter-in-law, step-parent, step-child and grandchild. Also, those persons who maintained a common legal residence with the employee at the time of death. One (1) day with pay shall be granted an employee in the event of the death of a brother-in-law or sister-in-law. Payment for funeral leave shall be limited to a maximum of twenty-four (24) hours of actual time lost from normally scheduled work during the period between the death and the day of the funeral, providing further:

- (1) that such absence shall be reported to the School on the first day
- (2) that the absence is taken and used for the purpose of attending the funeral or other services customarily practiced in connection with such death, and
- (3) that the School may request such proof as it may desire for any of the above.

Up to one (1) day with pay may be taken to attend the funeral of a friend or non-immediate family member each year. At the member's discretion, the one (1) day may be taken in increments of less than the full day (i.e., 2, 3, 4 hours.)

Section 4: Special Leaves

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

- (a) Absences 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) Absences when an employee is subpoenaed into court in a criminal case as a witness. The School will pay the difference between the per diem rate and the amount received for jury duty.
- (c) The amount of leave for illness or accident in the immediate family shall be limited to one (1) day per occurrence to a maximum of three (3) occurrences per year to make arrangements for necessary medical or nursing care. In emergency situations additional time per occurrence may be allowed at the discretion of the Superintendent of Schools. All additional time will be deducted from the employee's sick leave account. "Immediate family" is to be defined as husband, mother, father and children. Leave for illness or accident in an employee's immediate family shall be deducted from the employee's sick leave account if such family member does not reside with the employee.
- (d) A total of three (3) days with pay per year may be used for Association business. The Association President may divide the three (3) days at her discretion. A request for such leave must be submitted to the Superintendent's Office for approval twenty-four (24) hours in advance of the leave date. Additional days without pay may be approved by the Superintendent of Schools.

Court Appearances, District-Related

In the event an employee is subpoenaed or summoned to appear in court on a work-related matter, a special paid leave of absence not to be deducted from the employee's accumulated leave will be granted for that purpose. The employee must present the court order, subpoena or summons to the Board as far in advance as possible. The employee shall be at work at all reasonable hours when not required at court.

If the employee is subpoenaed to appear for a student-related matter, the employee must contact Human Resources/Legal Services upon receipt of the subpoena. Human Resources/Legal Services will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from Human Resources/Legal Services may lead to disciplinary action if violation of laws and regulations occur.

Pay received from the court for witness fees shall be reimbursed to the District, except for mileage.

Court Appearances Not Related to Work

In the event an employee is summoned or subpoenaed to appear in court on a non-work related matter, the employee may use earned vacation time, personal leave, business leave or earned compensatory time. The employee may also choose to be unpaid for this time.

Section 5: 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 notify the employer of her or his intent and availability to return to work within five (5) days of the end of the leave shall be determined to have voluntarily resigned.

- (a) Any employee whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay and 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. The School may require verification from a medical authority of the School's choice as to the need of the employee for such extended leave.

Applications for leave of absence must be submitted in writing to the Superintendent's Office for approval prior to the starting date of such leave. Upon return from illness leave of absence, the School shall have the right to require a verification from a 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) Applications for leave of absence must be submitted in writing to the Superintendent's Office for approval prior to the starting date of such leave. A maternity leave of absence shall be granted an employee upon the presentation of a physician's statement indicating the employee should not continue to work. The employee shall be entitled to such unpaid leave of absence in compliance with the regulations under the Family and Medical Leave Act. Upon return from a leave of absence, the School shall have the right to require verification from the employee's physician as to the employee's fitness to return to work.

After cessation of pregnancy and upon presentation to the Human Resources Office of a physician's statement indicating that the employee is physically able to return to work, the employee shall be permitted to return to her former position providing that said return meets with the following requirement:

If the expiration date falls during a period of time the employee does not work (summer), the leave will continue until the employee is asked to report to her supervisor. Failure to report as scheduled will result in termination.

A maternity leave of absence may be extended for an employee filing a request at least thirty (30) days prior to her scheduled return date, provided that said request is accompanied by a physician's statement setting forth the medical necessity for such extension. Maternity leaves of absence may not be extended for a period of time greater than one (1) year from date of cessation of pregnancy.

Section 6: Leaves of Absence With Pay

Conference or Convention Leave.

The Superintendent or designee may authorize an employee to attend conferences or conventions with pay. Such request for leave shall be in writing and submitted to the Superintendent or designee at least fifteen (15) working days prior to the leave date requested. Expenses for attending a conference or convention shall not be paid by the Board unless authorized in advance by the Superintendent or designee.

Section 7: 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 11 – INSURANCE

Section 1: Health Insurance

The School will make available to all employees whose work week is thirty (30) or more hours and dependents a comprehensive hospitalization program including medical and surgical protection. Those employees, fifty-two (52) week, forty-eight (48) week, forty (40) week, who elect to participate in the program are eligible for single subscriber coverage in the MESSA Choices 2 with XVA2 provided said employee has authorized a payroll deduction equal to 10% of the cost of the premium for said single subscriber coverage. Effective July 1, 2009 the MESSA Choices 2 coverage will have a \$10/\$20 prescription co-pay.

At the beginning of the school year, the School will provide the sum of \$100 to each member covered by health insurance to defray costs of deductibles and prescriptions.

For any employee who provides a statement that no group health insurance is available to their family, coverage equivalent to two (2) person coverage or full family coverage shall be available through MESSA Choices 2 with XVA2 provided the employee has authorized a payroll deduction equal to 10% of the cost of the premium for said two (2) person coverage or full family coverage.

Part-time employees are subject to the same eligibility standards as set forth above on a pro-rata basis. When the coverage is granted to new employees pursuant to Article 16, Section 2, subparagraph (a), it shall be prorated for partial months of employment.

Section 2: Tax Sheltered Annuity

Those regular full-time employees [thirty (30) or more hours], fifty-two (52), forty-eight (48) and forty (40) week, who elect not to participate in the hospitalization program may enroll in a tax sheltered annuity program provided by the School. The School will deposit, on behalf of the employee, one hundred (\$100) dollars per month into a school-approved fund provided:

- (a) The employee has previously turned down the opportunity to enroll in the hospitalization program.
- (b) The employee selects an annuity carrier from the approved list available in the Payroll Department and the employee has filed all necessary enrollment forms with the School's Human Resources Department. This is the employee's responsibility. The School will not be liable for any retro-active payment.

All new hires will become eligible on the first of the month following the completion of the probationary period provided the employee has also complied with (a) and (b) above.

Section 3: Life Insurance

The School will pay the premium cost to provide without charge to the employee \$10,000 of MESSA term life insurance, including non-occupational A.D. & D. for all full-time regular employees as defined in Article I. Part-time employees will receive a pro-rated amount of insurance paid by the School. 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 on forms provided by the School. If an application is submitted after the enrollment period, the applicant must meet the conditions established by the MESSA 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.

Section 4: Long-Term Disability Insurance

The School will pay the premium cost to provide a Long-Term Disability program for all full-time Educational Office Employees and regular part-time Educational Office Employees as defined in Article 21, Section 1(i), through an insured program established and selected by the School providing 50% of their base salary (excluding overtime) up to a maximum of \$900.00 per month. Benefits would commence either the ninety-first (91st) work day for those employees having ninety (90) or less days of accumulated sick leave or the day after use of all sick leave for those employees having more than ninety (90) days of accumulated sick leave, and continue for a period not to exceed two (2) years from the commencement of such program. All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

Section 5: Dental Insurance

The District will provide fully paid Dental insurance (80/80/80/80-\$1300) to all employees and eligible dependents. It is the intent of the School District to self insure this dental insurance program. Such self-insured program shall be comparable in benefit level to the Delta Dental 80/80/80/80-\$1300 program as such plan existed in May of the year 2002.

Section 6: The School will provide vision benefits of \$250 per person per calendar year, and \$1000 per family per calendar year. The Vision Plan will not cover vision therapy, subnormal vision aids or non-corrective lenses, medical and surgical treatment of the eyes, or items provided under any Workers' Compensation law or similar legislation.

ARTICLE 12 – HOLIDAYS

Section 1: For 52 week and 48 week employees only, the following days shall be considered paid holidays provided the employee works the scheduled day preceding the holiday or the scheduled day after the holiday:

- (a) New Year's Day
- (b) Spring Friday
- (c) Memorial Day
- (d) July 4th
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Day after Thanksgiving (Friday)
- (h) December 24th
- (i) Christmas Day
- (j) December 31

Employees may leave work thirty (30) minutes, with pay, prior to their normal time on any work day immediately preceding the above holidays (those holidays listed in Article 12, Section 1.)

Section 2: For 40-week employees and all regular part-time employees, the following days shall be considered paid holidays provided the employee works the scheduled day preceding the holiday or the scheduled day after the holiday:

- (a) New Year's Day
- (b) Spring Friday
- (c) Memorial Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Day after Thanksgiving (Friday)

Employees may leave work thirty (30) minutes, with pay, prior to their normal time on any work day immediately preceding the above holidays (those holidays listed in Article 12, Section 2.)

Section 3: 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 4: Holidays that fall Monday through Friday shall be counted as hours worked in the computation of overtime.

ARTICLE 13 – VACATIONS

Section 1: New employees on fifty-two (52) week or forty-eight (48) week assignments will be eligible for two (2) weeks of vacation immediately after completing one (1) year of service from date of hire with the School.

Section 2: Employees on fifty-two (52) week assignments will be eligible for three (3) weeks of vacation on July 1st of the year in which their seventh (7th) employment anniversary occurs. The employee may not take the third (3rd) week of vacation until after her seventh (7th) anniversary date.

Section 3: Employees on fifty-two (52) week assignments will be eligible for four (4) weeks of vacation on July 1st of the year in which their fifteenth (15th) employment anniversary occurs. The employee may not take the fourth (4th) week of vacation until after her fifteenth (15th) anniversary date.

Section 4: Employees on forty-eight (48) week assignments will be eligible for three (3) weeks of vacation after their fifteenth (15th) anniversary date.

Section 5: Vacation pay will be computed on the basis of the employee's regular forty (40) hours pay at the time of vacation.

Section 6: All employees must request vacation time off from their supervisor at least two (2) weeks prior to the start of the vacation. The School reserves the right to decline a request when in its opinion the employee's absence would create an undue hardship on the School. However, once approval has been given it will not be rescinded.

Section 7: A fifty-two (52) or forty-eight (48) week employee on vacation during a week in which a holiday or act of God day falls will be allowed an extra day of vacation.

Section 8: Employees may not accumulate vacations from one year to the next.

Section 9: Full-time employees on forty (40) week assignment will be eligible for one (1) week of vacation pay. Two (2) weeks vacation pay will be granted upon completion of ten (10) years of continuous employment. The vacation pay will be included in the last check paid in June. An employee starting with the School after school begins will receive prorated vacation pay upon completing the school year provided the employee started her employment prior to January 1. A forty (40) week employee with more than one (1) year of service who has worked from the first

scheduled work day of the school year, then leaves the system after January 1, shall be eligible for prorated vacation pay. (See Letter of Understanding p. 26.)

Section 10: Part-time employees (as defined in Article 21) covered by this Agreement will be eligible for one (1) week of prorated vacation pay upon completing each school year. A part-time employee starting work prior to January 1 will receive a prorated vacation upon completing the school year. A part-time employee with more than one (1) year of service who has worked from the first scheduled work day of the school year, then leaves the system after January 1, shall be eligible for prorated vacation pay.

Section 11: If an employee on forty (40) week assignment accepts a fifty-two (52) week assignment, she will be given credit for service from her last date of hire for vacation purposes.

Section 12: If an employee on a fifty-two (52) or forty-eight (48) week assignment transfers to a forty (40) week assignment, she will receive, at the conclusion of that school year prorated vacation pay in accordance with the amount of time spent on the fifty-two (52) or forty-eight (48) week job.

Section 13: Employees on fifty-two (52) week assignments shall be eligible for an additional one (1) week's pay upon the completion of ten (10) years of continuous employment. Such payment shall be made at the same time that forty (40) week employees receive their last check in June.

Section 14: Employees transferring from forty (40) week positions to forty-eight (48) or fifty-two (52) week positions may opt to use the vacation time earned in the previous year as paid time off during the first year in the 48 or 52 week position, or to accept a payoff of the vacation time.

Section 15: With the prior approval of the employee's immediate Supervisor, a unit member may carry over unused vacation for a period of six (6) months.

ARTICLE 14 – 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 school system. The School retains the rights of management and control of School properties, facilities and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The parties are mutually committed to the principles of fairness, mutual respect, and teamwork in the workplace.

Section 2: 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.

ARTICLE 15 – GRIEVANCE PROCEDURE

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

- (a) **Step One.** An employee with a grievance shall discuss it with her immediate supervisor individually, together with her Association 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 within five (5) working days from date of receipt.

- (b) **Step Two.** If the decision of the supervisor is unacceptable to the Association, the Association shall so notify the Human Resources Director within five (5) working days following the rendering of the decision in Step One. 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 five (5) working days from date of request.

The Superintendent's written decision must be delivered to the Association within five (5) working days following the meeting with the Superintendent.

Section 4: Any grievance which remains unresolved after having been fully processed pursuant to the provisions of Section 3, may be submitted to the American Arbitration Association in accordance with its voluntary labor arbitration rules, then existing, providing such submission and notification in writing to the Human Resources Director is made within ten (10) days after the completion of the aforementioned grievance procedure.

- (a) The arbitrator shall have no authority to alter, supplement, enlarge, or diminish the scope or meaning of the Agreement, or any provisions therein, nor entertain jurisdiction of any such matter not provided for in this Section.

- (b) The decision of the arbitrator will be final and binding on both parties.

Section 5:

- (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) The Association and the School will be required to pay all their own expenses involved in processing a grievance, except that in Section 4 both parties will share equally all costs submitted by the arbitrator in connection with the grievance.
- (d) In the administration of the grievance procedure, any financial liability to the School 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 school year.

ARTICLE 16 – SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the School since her last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the School since which she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence.

Section 2: All new employees will be on probation for ninety (90) calendar days.

- (a) Upon satisfactory completion of the probationary period, each employee as defined in Article 1 and limited by Article 21, shall be entitled to all the benefits of this Contract, including insurance subsidy and holiday pay, which shall be computed from the most recent date of hire with the School. Vacation time and sick leave time shall be computed from the last date of employment with the School. However, if sick leave and/or business leave is taken during the probationary period, it will be paid at the sole discretion of the School.
- (b) Within ten (10) days from the date of employment, the School will provide the Secretary of the Association with the name, employment date, classification and location of all newly hired bargaining unit employees.

Section 3: The School shall present an up-to-date seniority list of all bargaining unit employees to the Association President by October 15th of each school year, and the following March 1st.

Section 4: If an excluded employee (a clerical employee who is not in the bargaining unit) elects to return to a bargaining unit position, that employee will be given (for seniority purposes only) service from her most recent date of hire with a deduction of all time worked outside of the bargaining unit.

ARTICLE 17 – LAYOFF & RECALL, BUMPING RIGHTS

Section 1: Layoff.

In the event it becomes necessary to layoff a bargaining unit member, the Employer will provide thirty (30) calendar days written notice to the Association President and the affected employee. If requested, the District will meet with representatives of the Association to discuss such proposed layoff. The employee receiving the layoff notice will be the least senior in the grade level in which a position is to be eliminated, provided that remaining employees are able to perform the work. If a full-time bargaining unit employee is laid off, that individual will have the right to recall to the first available full-time position provided such position is in the same or lesser grade than her former position. The laid off employee may refuse a position two (2) or more grades lower than her previous position, or one which is part-time, without losing her right to recall except as provided for in Section 3.

- (a) In the event more than one (1) employee is on layoff, the order of recall shall be based on seniority.
- (b) No bargaining unit employee with more than four (4) years of seniority shall be laid off as long as employees with less than four (4) years continue to be employed.
- (c) No vacancy in the bargaining unit shall be filled by a new hire unless no bargaining unit employee, actively employed or on layoff, is qualified and willing to fill the vacancy.

Section 2: Bumping Rights.

If a full-time bargaining unit member's hours are reduced below thirty (30) hours (part-time status), the employee shall bump a less senior bargaining unit member with the same qualifications and able to perform the work. The member shall make known his/her decision within ten (10) working days of written notification by the Employer.

Section 3: Recall.

Laid off employees shall retain seniority and recall rights for two (2) years from the date of layoff. When the District recalls a laid off bargaining unit member, the order of recall shall be based on seniority, provided the recalled employee has the ability to perform the work to which

he/she is being recalled. An employee who refuses an offer of recall shall have no further right to recall, except as provided for in Section 1.

ARTICLE 18 – CONTINUITY OF OPERATIONS

Section 1: The Association agrees that during the term of this Agreement and during the time that a successor agreement is being negotiated, it shall not direct, instigate, participate in, encourage or support any interruption of work or other concerted action against the School by any Educational Office Personnel or any group of Educational Office Personnel. 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 School up to and including discharge.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

Section 1: This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the School.

Section 2: Copies of this Agreement shall be made available to the President of the Association. Copies of this Agreement shall be made available to the President of the Association no later than thirty (30) days after the ratification by the Board and the Association.

Section 3: If any Article or Section of this Agreement shall be found to be contrary to existing law, this shall not invalidate any of the other Articles or Sections of this Agreement.

Section 4: The Association recognizes the right of the School to require physical examinations, as prescribed by the School, to be on file in the School personnel files. The School will assume the cost of all pre-employment physicals.

Section 5: A committee representing the Association and the School shall meet once during the school year upon request of the Association or the School.

Section 6: Employees will be reimbursed for all tuition expenses for coursework successfully completed which is directly related to their current position or an existing position within the District. The employee must get prior approval from the employee's supervisor and Human Resources Manager prior to the initiation of such coursework and will be reimbursed as set forth above upon submission of evidence of successful completion (passing credit.)

Section 7: This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School 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 8: Pupil Protection Law/Safe Schools

The District shall be responsible for payment of fingerprinting, criminal records check and an FBI criminal records check for current employees in the District.

ARTICLE 20 – WAIVER AGREEMENT

Section 1: 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 School and the Association, for the life of this Agreement, each voluntarily 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 and with respect to any subject or matter not specifically referred to or covered in 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 that they negotiated or signed this Agreement.

ARTICLE 21 -- PART-TIME EMPLOYEES

Section 1: It is hereby agreed by the parties that regular part-time educational office employees [all employees scheduled to work twenty (20) hours per week but less than thirty (30) hours per week] are recognized as members of the bargaining unit. However, these part-time educational office employees shall only receive the following specifically enumerated benefits in this Agreement:

- (a) Prorated salaries (Schedule A)
- (b) Prorated sick leave (Article 10, Section 1)
- (c) Prorated holiday pay (Article 12)
- (d) Prorated leave for illness in the family (Article 10, Section 4-C)
- (e) Prorated vacation payment (Article 13, Section 9)
- (f) Prorated funeral leave (Article 10, Section 3)
- (g) Recall (Article 17, Sections 2, 3, 4)
- (h) Prorated personal business leave (Article 10, Section 2)
- (i) Prorated Long-Term Disability Insurance (Article 11, Section 4)
- (j) Part-time employees may elect to be paid in either 22 or 26 pay periods but must comply with the procedure outlined in Article 3, Section 5.

- (k) Vision reimbursement (Article 11, Section 6)
- (l) Dental Insurance (Article 11, Section 5)
- (m) Prorated life insurance (Article 11, Section 3)

Section 2: It is understood by the parties that regular part-time educational office employees must meet all eligibility requirements as contained in the Articles applicable to the aforementioned benefits.

Section 3: It is further agreed by the parties that regular part-time educational office employees shall have the benefits enumerated in Article 15, Grievance Procedure, and Article 4, Agency Shop.

ARTICLE 22 – DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2008, and will remain in effect until midnight, June 30, 2009, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice on the other party at least sixty (60) days and not more than ninety (90) days prior to the expiration date of its intention to terminate this Agreement.

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

By: Debra Miller (5/11/09)
Its President

By: _____
Its Chairperson of
Negotiating Committee

By: _____

**BOARD OF EDUCATION
PORTAGE PUBLIC SCHOOLS**

By: Shirley Johnson
Its President

By: Harold Webb
Its Superintendent

By: _____

SCHEDULE A

PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

WEEKLY/HOURLY SALARIES

EFFECTIVE JULY 1, 2008

STEP	GRADE I	GRADE II	GRADE III	GRADE IV	GRADE V
1	503.06	474.50	434.93	414.40	396.98
2	538.97	508.37	470.02	442.80	427.58
3	565.49	535.70	493.27	464.00	445.13
4	596.09	564.26	518.98	488.40	470.02
5	624.24	594.05	544.68	516.40	496.94
6	658.92	627.91	572.02	544.40	523.46
7	687.48	654.43	604.25	572.80	548.76
10	722.16	687.48	634.85	603.60	576.10
13	740.52	705.02	651.17	619.60	589.97
15	758.88	721.75	667.08	634.40	605.06
18	778.06	740.52	684.22	650.80	620.16

The 2008-2009 hourly wages reflect a 2.0% increase over the 2007-2008 hourly wages.

EFFECTIVE JULY 1, 2008
LETTER OF UNDERSTANDING

In a mutual effort to resolve issues of inequitable workloads between locations, the parties hereby agree to the following:

Meetings will be scheduled between the Human Resources Manager and secretarial staff in the various buildings to address issues of workload and staffing.

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

By: Debra Miller
(5/11/09)

PORTAGE PUBLIC SCHOOLS

By: Joseph Wilb

LETTER OF UNDERSTANDING

The parties have agreed that all clerical employees who have responsibility for the administration of medical services, including both prescription and non-prescription medications and includes those taken by mouth, taken by inhaler, taken by epipen, applied as drops to eye or nose, or applied to the skin, shall receive appropriate training on or before the start of the 2000-2001 school year.

PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

PORTAGE PUBLIC SCHOOLS

By: Debra Miller
(5/11/09)

By: Shirley Webb

LETTER OF UNDERSTANDING

The parties have agreed to the following:

New employees on fifty-two (52) week or forty-eight (48) week assignments with less than one (1) year of service will be eligible for vacation computed on a prorata basis from their date of hire.

PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

By: Debra Miller
(5/11/09)

PORTAGE PUBLIC SCHOOLS

By: Shaun Walsh

LETTER OF AGREEMENT
Between
PORTAGE PUBLIC SCHOOLS
and the
PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

Re: 403(b)/457 Program

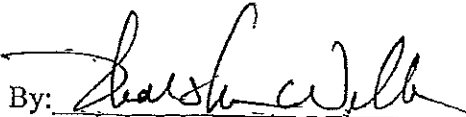
NOW COMES the Portage Public Schools District ("District") and the Portage Education Association of Educational Office Personnel ("Association"), and said parties do hereby agree to the following:

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
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: Ameriprise Financial, AIG VALIC, AXA Equitable Life Insurance Company, Fidelity Investments, Horace Mann Insurance, MEA Financial Services, Primerica Financial Services, MET Life Resources, 403b ASP. All of these products will be included in the initial list of investments offered to Association members by the Consortium. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium.
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 quarterly report card of the investment product's performance and fees that will be shared with all employees. The District will encourage its wild card vendor to provide the same information.
6. The Plan Document shall 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 emergency or

hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. 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) 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 a committee representing the District's employees.
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.
11. This Letter of Agreement will be included in the next Collective Bargaining Agreement negotiated by the parties.

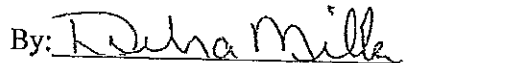
PORTAGE PUBLIC SCHOOLS

By: 

Its: Supt.

Date: 5/12/09

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

By: 

Its: _____

Date: 5/11/09

