NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

2025-2028

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This Agreement entered into this 21st day of July, 2025, 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 District 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 District which shall be contrary to, or inconsistent with, its terms.

ARTICLE 2 – MEMBERSHIP AND NON DISCRIMINATION

Section 1: Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association, as they see fit. In addition, in matters that may lead to discipline, the District shall notify each bargaining unit member of their right to have a union representative of their choice present at such meeting. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2: The District 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.

Section 3: Starting with the 2025-2026 school year, the Association shall notify the Employer of its intent to implement payroll deduction of Association dues by August 1 each year.

a) If the Association provides written notice by August 1 in a contract year, the Board shall deduct membership dues for the Association from a bargaining unit employee's wages for that year if the bargaining unit employee submits a full, free written consent consistent with the Payment of Wages and Fringe Benefits Act by September 1. Such authorization shall continue in effect from year-to-year unless revoked as specified in paragraph b of this section. If a bargaining unit member is on unpaid leave greater than two weeks, the District shall not dues deduct for the remainder of the fiscal year for the individual unless agreed by all parties.

b) The District may immediately cease collections for a particular bargaining unit member if the bargaining unit employee provides written notice to the Superintendent or their designee that they are withdrawing their consent for the membership dues deductions from their paycheck.

c) Deductions will be made in substantially equal amounts from the paychecks of the bargaining unit employee beginning with the first paycheck in October and ending with the last paycheck in June.

d) The District shall not process monies for Political Action Committee donations or other similar funds of the Association or its affiliates.

e) The District will provide the Association with a list of individuals and amounts paid.

f) In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of Association dues and the imposition of any penalties related to an employee's non-payment of Association dues.

Section 4: In the event of a verified overpayment in salary or benefits under the terms of this agreement, the bargaining unit member shall be notified and shall make mutually agreeable repayment arrangements for repayment to the District. In the event the member fails to make the repayment as agreed, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.447.

ARTICLE 3 – PROBATIONARY EMPLOYEES

Section 1: All new employees will be on probation for ninety (90) calendar days. The District 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.

ARTICLE 4 – COMPENSATION

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

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

Building Size –

Elementary Building – under 100,000 sq. ft.
Middle School – 100,001 to 200,000 sq. ft.
High School – over 200,001 sq. ft.

Section 3: Skilled Trades/Critical Function positions are those where bargaining unit members are required to hold and maintain state required licenses and/or certifications to perform the work. Examples include (but are not limited to) journeyman/master electricians, journeyman/master plumbers, certified HVAC personnel, certified diesel mechanics and other mechanical contractors.

Section 4: As certain District responsibilities require additional certification and licensure, the District will provide time and payment for both obtaining and renewing any such certifications or licenses deemed necessary by the District. If more than one member qualifies and expresses interest in obtaining such certification or license, preference will be given to the more senior member of the bargaining unit.

A Skilled Trades member who possesses a Michigan license that allows for the individual to pull permits on behalf of the District for their titled position will be entitled to an additional annualized stipend in the amount of $12,500, payable in equal installments following the normal District payroll schedule.

ARTICLE 5 – OVERTIME

Pay for overtime approved by the District 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, with the exception of summer breaks where employees may work four (4) ten (10) hour days with the approval of the immediate supervisor or over forty (40) hours in any one week shall be considered overtime. 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 District 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. District-wide opportunities (e.g. graduation) for overtime shall be offered to all bargaining unit members starting with those with the highest seniority and descending from there. However, it is understood and agreed that in emergency situations such as storm damage, vandalism, employee scheduled for overtime fails to show, etc., the District may assign the work to any available employee in the bargaining unit.

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

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

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

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

Section 2: Annually, the District will provide all full-time bargaining unit members with a choice of any combination of ten (10) long or short sleeve shirts District collared shirts and pants (grey for maintenance and navy for custodians). If a uniform vendor selected by the District requires uniforms to be turned-in for replacement, bargaining unit members must turn these items in upon request. Damaged items will be replaced without cost to the employee. An alternative "outer wear" option will also be provided by the District. The District will purchase one (1) "outer wear" item for bargaining unit members in even-numbered school years.

Section 3: Bargaining unit employees are permitted to wear District provided "building" polo or golf shirts.

Section 4: The laundry of said "building" shirts is the responsibility of the unit member.

Section 5: All bargaining unit members will receive a reimbursement of up to $175 for work boots or shoes one-time per school year. Shoes selected by custodians must be designated non-slip. A receipt must be provided showing the purchase amount in order to receive and the payment will be made within three (3) pay periods following submission of the receipt to the facilities administrative assistant.

ARTICLE 8 – WORK WEEK/WORK DAY

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

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

It is recognized by the Association that some employees may work hours and days other than those listed above. In those instances, the hours worked by that employee are considered normal. During summer recess, bus mechanics and central receiving may work either five (5) days of eight (8) hours, or four (4) days of ten (10) hours each day during their work week with the approval of the immediate supervisor.

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

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

ARTICLE 9 – HOLIDAYS

Section 1: The following days will be considered paid holidays

A. Day before New Year's Day
B. New Year's Day
C. Memorial Day
D. July 4th
E. Labor Day
F. Thanksgiving Day
G. Day Following Thanksgiving
H. Day before Christmas
I. Christmas Day
J. Spring Friday
K. Floating Holiday

Section 2: When a holiday in Section 1 falls on a Saturday or Sunday, the District shall, at its option, either designate a day adjacent to the holiday, as the holiday; or grant an extra day of pay in lieu of time off. The option is the employer's to make and notice shall be made to all affected personnel 30 calendar days prior in writing.

Section 3: In order for an employee to receive compensation for any of the above holidays, he/she must work the scheduled day before the holiday and the scheduled work day after the holiday, unless the holiday falls during a prearranged and approved absence period. Should an employee be sick either the day before or day after the holiday, the employee may elect to use one (1) sick day, payable at the straight time rate to make up the lost holiday pay. An employee may elect this option one (1) time per year.

Section 4: Holiday pay will be based on the employee's regular straight-time hourly rate.

Section 5: On days when school is closed due to mechanical failure or climatic conditions, employees are expected to report to work. Management will exercise flexibility regarding employees' reporting time based upon individual circumstances and conditions germane to the day(s) in question.

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

If conditions are so severe that the District or state authorities determine that employees should not report to work, employees will be paid their straight-time hourly wage for the day. Should an employee be required to come in on a non-report day, the District will pay for hours worked at time and a half.

ARTICLE 10 – VACATIONS

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

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

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

Section 3: An employee who has worked ten (10) continuous years with the District shall be eligible for four (4) weeks of vacation. The fourth (4th) week of vacation shall be credited on July 1 of the year in which the tenth (10th) employment anniversary occurs.

Section 4: It is necessary that vacation time off be granted so that the District can maintain adequate staffing at all times. It is understood that vacation requests will not be unreasonably withheld. Each year, during the month of February, all employees will be asked to select dates of their vacation for the upcoming fiscal year. Requests will be honored on the basis of seniority. If an employee does not schedule vacation in this manner, he/she may request the use of vacation time during the year but such requests will be considered by the date of the request rather than by seniority. An employee shall request utilization of vacation leave at least ten (10) working days in advance of such requested vacation. Management, in its discretion, may waive the ten (10) working days timeline in cases of legitimate emergency as determined by the superintendent or designee.

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

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

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

Section 8: In the event a bargaining unit member has vacation time remaining, up to five (5) days may be rolled over into the next year. Any rollover amount must be used by November 30th.

Section 9: A terminating employee will receive prorated vacation time.

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

Section 11: Employees with 20 or more years worked in the bargaining unit since their last date of hire may apply for an additional week of vacation in every 5th year (ie: years 20, 25, 30, etc) after hitting this milestone. This week must be used within the fiscal year and is not eligible for any vacation payout.

ARTICLE 11 – INSURANCE

Section 1: Health Insurance

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

Unit members shall be eligible to choose either MESSA Choices or MESSA ABC Plan 2 health insurance coverage with EA1. Coverage is effective on the first day of employment with the District.

MESSA Choices with 3-tier Rx, 10% co-insurance plan shall also contain the following specifications:
(a) $500/$1000 in-network deductible;
(b) $1000/$2000 out-of-network deductible;
(c) $20 office visit co-pay/$25 urgent care co-pay/$50 emergency room co-pay;

MESSA ABC Plan 2 with 3-teir Rx – HSA Eligible
(a) $2000/$4000 in-network deductible (or as defined by MESSA per IRS regulations)
(b) $4000/$8000 out of network deductible, 20% co-insurance
(c) $0 office visit co-pay/$0 urgent care co-pay/$0 emergency room co-pay (after deductible is met)

The District's monthly contribution to major medical health insurance shall be annually adjusted to an amount equal to the employer hard cap monthly contribution equivalent as permitted under Section 3 of PA 152 for all plan participant tiers (e.g. employee, employee +1, family) to be elected by the employee. In the event of the selection of the HSA plan option by the employee, the District's monthly contribution shall first be allocated to the major medical health insurance plan costs with any remaining amount allocated toward funding the Health Savings Account established under the plan.

Insurance eligible employees who elect not to enroll in the health insurance will receive $200 per month in lieu of such health insurance enrollment on the condition the employee first provides documentation that he/she has other health insurance that meets the minimum requirements affordability and coverage under the ACA. HR shall provide an appropriate form to bargaining unit members for cash in-lieu election during the open enrollment process.

Section 2: Dental Benefits

The District will provide dental benefits (80/80/80/80-$1500) to all regular full-time employees and eligible dependents. This plan will be provided by Delta Dental in accordance with plan provisions offered by MESSA. All benefits, definitions and terms shall be in accordance with the master policy between the District and the insurance carrier. All premium costs are paid by the District.

Section 3: Vision Benefits

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

Section 4: Life Insurance Benefit

The District will pay the full premium cost for a $30,000 term life insurance policy including non-occupational AD&D for all full-time employees as defined in Article I. All benefits, definitions and terms shall be in accordance with the master policy between the District and the insurance carrier. Effective January 1, 2026, this amount will increase to $50,000.

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

ARTICLE 12 – LEAVES

Section 1: Sick Leave

a) Twelve (12) sick days will be allocated to employees as of July 1st each year. Employees hired after July 1st shall be provided a pro-rated amount for their first year.

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 (as followed by FMLA), 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 District's choice to verify the need for the extended absence. Such requests shall be paid by the District.

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

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

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

d) Each employee shall be entitled to accumulate the unused portion of each year's sick leave up to a total of one hundred sixty (160) days which shall be available to him/her in future years. Upon termination of employment, all accumulated sick leave benefits are void except as specified in paragraph h of this Article.

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

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

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

i) To comply with the Michigan Earned Sick Time Act (ESTA), the first 72 hours of paid sick leave may be used for any ESTA purpose, with those 72 hours of leave being subject to the same conditions as provided in ESTA.

Section 2: Business Leave

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

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

Section 3: Special Leave

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

a) Absence when an employee is called for jury duty, except the District will pay only the difference between the per diem rate of the employee and the amount received for jury duty.

b) Court appearance when the employee is called as a witness on District matters. The District 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 District shall, upon written request by the Association served upon the Director of Human Resources, be given a leave of absence without pay and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of that assignment, whichever is shorter.

Section 5: Funeral Leave

The District shall grant an employee up to five (5) days with pay when death occurs in the immediate family. The absence must occur from the day of death through the day of the funeral.

"Immediate family" shall be defined as: wife, husband, son, daughter, son-in-law, daughter-in-law, mother, father, sister (in-law), brother (in-law), step-parent, step-child, parent-in-law, grandparent, or grandchild. Immediate family shall also include those persons who maintained a common legal residence with the employee at the time of death. Up to one (1) day with pay shall be granted when death occurs in the non-immediate family.

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

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

ARTICLE 13 – SENIORITY AND PROMOTION

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

a) Testing procedures will be used for all changes in classifications and will be administered to applicants selected for an interview unless the selected individual has completed an established training or apprenticeship program which directly applies to the position being filled.

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

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

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

Section 5:

a) All the job vacancies will be posted for a minimum period of ten (10) working days electronically and emailed to each member. Job postings will include the school assignment (if applicable), the shift and required qualifications. Employees wishing to apply may submit their application to the Human Resources Office within the ten (10) day period. All employees submitting an application will be considered and will be informed of acceptance or rejection in writing with the reason stated.

b) An employee transferred from within the bargaining unit to a new job will be given a sixty (60) day probationary trial period.

c) If at the end of the trial period the employee has not demonstrated his/her ability to perform the job satisfactorily, arrangements will be made to transfer the employee back to his former position and pay. If the employee decides he does not wish to continue on the new job, he may request to return to his former position and pay.

Section 6: The District shall furnish current seniority lists of all bargaining unit employees to the President of the Association within 5 days of a request to do so no more than two (2) times per year. Any objections to the accuracy of the seniority list must be presented to the District, in writing, within thirty (30) days of presentation of the list to the Association President.

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 District 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 District has no obligation under this Agreement to re-employ any probationary laid off employee.

ARTICLE 15 – NEGOTIATION PROCEDURES

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject matter not covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 16 – SCHOOL 'S RIGHTS CLAUSE

Section 1: The District, 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 District has the right to maintain order and efficiency; to hire; to direct the work force; to temporarily shift Custodians to other buildings to cover absenteeism; to establish work rules; to determine the number of employees; to assign work, and to transfer employees (transfers will be made only within the same classification and shift; management will provide the Association with reasons for such transfers which will not be arbitrary nor capricious); to discipline, suspend and discharge for cause; to lay off employees because of lack of work and to recall employees when increasing the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the District 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 District by any custodial or maintenance employee, or any group of custodial or maintenance employees, as referred to in Article 1. Participation in any interruption of the School program brought about either by the actions of the Association or of individuals or groups within the Association shall be cause for discipline of the participants by the employer up to and including discharge.

ARTICLE 18 – DISCHARGE, DEMOTION AND DISCIPLINE

Section 1: The District has the right to discipline an employee for just cause up to and including discharge. Discipline is to be corrective in nature and shall be progressive. Discipline will occur for violations of the work rules or for offenses which are of equal magnitude. Disciplinary actions are subject to the grievance procedure as outlined in this Agreement. All grievances involving suspensions or discharge of an employee will be submitted at the third step of the grievance procedure. The above standards and procedures shall not be applicable to the termination of probationary employees, as specified in Article 3 of this Agreement.

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

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

Section 1: An employee who wishes to resign shall file a written notice of resignation with the District at least two (2) weeks prior to the time the employee expects to leave the employ of the District. Employees retiring with immediate eligibility to receive benefits under MPSERS must provide written notice of retirement at least 30 days prior to retirement in order to receive the service award specified in Article 22.

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

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

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

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

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

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

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

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

ARTICLE 20 – GRIEVANCE PROCEDURES

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

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

Section 3: Procedure

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

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 4th step answer for such grievances. If the grievances have not been submitted to arbitration within said ten (10) working day period, they shall be considered as being resolved.

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

Section 4:

a) Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limit is extended by mutual agreement in writing by the parties involved.

b) If the District 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 District 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 District. Such liability on the employee and the District shall be limited to the current contract year.

ARTICLE 21 – STEWARDS

The Employer recognizes the right of the local Association membership to select four (4) Stewards from the Employer's seniority list of employees in the Unit. The Steward shall be permitted time to investigate, present, and process grievances on the Employer property, without the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be approved by the Supervisor or Facilities Manager prior to the requested absence. Such time shall be granted unless the Stewards requesting the released time is involved in an emergency situation.

ARTICLE 22 – RETIREMENT

The District will provide a service award of $1,500 to an employee who retires with immediate benefits under the Michigan Public Schools Employee Retirement System (MPSERS), under their rules. This payment will be made within one (1) month of the employee's retirement date. If an employee with more than ten (10) years of service to the District passes away while employed by the District, this payment will be made to the employee's beneficiary, as designated on the District provided term life insurance. In the event no beneficiary is designated and living, the payment will be made to the estate.

ARTICLE 23 – DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2025 and will remain in effect until midnight on June 30, 2028. The parties agree that negotiations for a successor contract will begin not less than sixty (60) days prior to the expiration of this Agreement.

PORTAGE CUSTODIAL/MAINTENANCE ASSOCIATION

By: ______________________________

By: ______________________________

By: ______________________________

PORTAGE PUBLIC SCHOOLS

By: ______________________________

By: ______________________________

By: ______________________________

Schedule A – Custodial/Maintenance – PPS Valid 7/1/2025 through 6/30/2028

	25/26	26/27	27/28
Daytime Custodian/Floating Custodian			
Step 1:	$ 18.29	$ 18.93	$ 19.50
Step 2:	$ 18.58	$ 19.23	$ 19.81
Second Shift Custodian			
Step 1:	$ 18.46	$ 19.11	$ 19.68
Step 2:	$ 18.74	$ 19.40	$ 19.98
Third Shift Custodian			
Step 1:	$ 18.57	$ 19.22	$ 19.80
Step 2:	$ 18.84	$ 19.50	$ 20.08
Head Custodian/Elementary			
Step 1:	$ 20.92	$ 21.66	$ 22.31
Step 2:	$ 21.32	$ 22.07	$ 22.73
Head Custodian/Middle School			
Step 1:	$ 21.47	$ 22.22	$ 22.88
Step 2:	$ 21.87	$ 22.64	$ 23.32
Head Custodian/High School			
Step 1:	$ 22.41	$ 23.20	$ 23.89
Step 2:	$ 22.84	$ 23.64	$ 24.35
General Maintenance/Central Delivery			
Step 1:	$ 24.76	$ 25.62	$ 26.39
Step 2:	$ 25.83	$ 26.74	$ 27.54
Step 3:	$ 26.91	$ 27.85	$ 28.69
Critical Function Maintenance/Skilled Trades			
Step 1:	$ 27.75	$ 28.72	$ 29.58
Step 2:	$ 28.77	$ 29.78	$ 30.67
Step 3:	$ 29.60	$ 30.64	$ 31.56

When a member of the bargaining unit has to drive the food truck, that bargaining unit member shall receive an additional $1.00/hour for the time driving the food truck.

Steps advance each year of the agreement. Rates effective July 1st each year of agreement, including retroactive in year 1.

LETTER OF AGREEMENT NO. 1

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

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

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

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. The District's 403(b) plan offers regular pre-tax 403(b) employee contributions and Roth (after-tax) 403(b) employee contributions. The District's 457 plan offers regular pre-tax 457 employee contributions. The Internal Revenue Service has issued significant new regulations impacting such 403(b) program, which became effective January 1, 2009.

2. In response to the promulgation of these IRS regulations, over 220 public school districts, 29 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium ("MRIC" or "Consortium"). That Consortium undertook a Request for Proposal process and selected TSA Consulting Group ("TSA") as the third party administrator for the Consortium. TSA Consulting Group is the third party administrator for Portage Public Schools 403(b) and 457 Plans.

3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.

4. Investment products to be offered to Association members will include the following authorized vendors: Ameriprise Financial, AXA Equitable Life Insurance Company, Fidelity Investments-Plan Number 54486 for 403(b)'s and Plan Number 84551 for 457's, Horace Mann Insurance, PFS Investments (Primerica Financial Services), Metropolitan Life Insurance, and Aspire Financial Services. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium, which are: Paradign Equities thru MEA Financial Services, Plan Member Services, The Legend Group, VALIC, Midwest Capital Advisors and GLP & Associates.

5. The parties agree that an important objective will be to keep any fees that may be required to administer the 403(b) and 457 Plans will be kept as low as possible. TSA may require investment providers to pay reasonable administrative costs. The Consortium is requiring all core vendors to provide a periodic report card of the

investment product's performance and fees that will be shared with all employees. The District will encourage its authorized vendors to provide the same information.

6. 403(b) and 457 Plan Documents allow employees the ability to make changes in their investment portfolio. An employee may invest with one 403(b) provider, one Roth 403(b) provider, and a third provider for a 457 at one time. Provisions for hardship withdrawals are included within the 403(b) and 457 Plans. Employees shall also be permitted to take loans from their investment as permitted in the 403(b) and 457 Plan Documents. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.

7. The Plan Document will establish the approved investment providers. Paradigm Equities thru MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, Paradigm Equities thru MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.

8. The District and the Association agree to conduct ongoing review and assessment of the performance of MRIC, TSA and participating investment firms with the goal of maintaining a quality 403(b)/457 program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with the Association.

9. The District and the Association agree, as part of the ongoing assessment of the 403(b)/457 program, to recommend that representatives of participating School Districts will act in an advisory capacity to MRIC.

PORTAGE C/M ASSOCIATION

By: ______________________

Its: President

By: ______________________

Its: Chief Negotiator

PORTAGE PUBLIC SCHOOLS BOARD OF EDUCATION

By: ______________________

Its: President

By: ______________________

Its: Superintendent