

# **A G R E E M E N T**

**Portland Public Schools  
And  
Portland Public Schools Custodial-Maintenance Chapter  
Local 1910, Michigan Council #25  
American Federation of State, County and Municipal  
Employees (AFSCME), AFL-CIO**

**July 1, 2012 - June 30, 2015**

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## AGREEMENT

This Agreement entered into between Portland Public Schools (hereinafter referred to as the "Employer") and the Portland Public Schools Custodian-Maintenance Chapter of Local 1910, affiliated with Council #25, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (hereinafter referred to as the "Union").

## WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing quality education for the children of the Portland Public Schools is their mutual aim; and

WHEREAS, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its custodial personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community; and

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

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining and with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of those employees of the Employer as certified and herein below set forth.
- B. The term "employee" as used herein shall include all regularly scheduled custodial/maintenance, groundskeepers, and mechanics.
- C. The Union represents probationary employees in matters of wages, hours and working conditions, but does not represent them in matters of discharge, discipline, layoff or transfer.
- D. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for purpose of undermining the Union.

### ARTICLE 2. MANAGEMENT RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education as Employer, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

### **ARTICLE 3. JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement, may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, in cases of emergency, to substitute for absent unit employees and for the work that has been historically performed during the spring, summer and Christmas vacation periods and the work that has been performed as a part of the community school program.

### **ARTICLE 4. UNION SECURITY**

- A. Non-probationary employees covered by this Agreement shall be required to pay either union dues of service fees.
- B. The non-member representation fee shall be determined by the Union and shall represent a proportionate share of the cost of negotiating and administering this contract. The Union shall warrant to the Board of Education, upon their request, the amount of the monthly non-members representation fee.
- C. All refunds claimed for deductions under such dues or non-members representation fees authorizations shall lie solely with the Union and the Union shall agree to hold the Board harmless from all claims of excessive deductions.
- D. The Union shall save the Board harmless from any and all costs, including witness and attorney fees, claims, demands, suits and other forms of liability resulting from action taken by the Board in enforcing the provisions of this Article.

### **ARTICLE 5. SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative, upon the request of either party. Such meetings shall be between two representatives of the Union and two representatives of management. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Such request shall also set forth an estimated length of the conference. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The Union members shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

### **ARTICLE 6. STEWARDS AND ALTERNATE STEWARDS**

- A. The employees shall be represented by a Chief Steward an Alternate Steward. In the absence of the Chief Steward, the Alternate Steward shall have the rights and duties of the Chief Steward as pertains to this Agreement.

- B. Subject to the approval of supervision, the Steward, during his/her working hours, without loss of time or pay, shall investigate and present grievances to the Employer.
- C. Prior to leaving his/her assigned work, the Steward shall notify the Employer, requesting released time for Union business. The Steward shall not leave his/her assigned task until a substitute has been obtained, if needed.
- D. The Union shall keep the Employer advised in writing of the names of all Chapter Officers, Stewards and Alternate Stewards.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the express terms of this Contract or a dispute over its application. The Chapter Chair and/or Chief Steward may file a grievance on behalf of the Union if the alleged violation affects the entire bargaining unit.

1. **STEP ONE.** If an employee feels he/she has a grievance, he/she shall discuss the grievance with the Steward. The Steward will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within ten (10) working days, it will be submitted in written form by the Steward to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

Written grievances shall be submitted on the Grievance Report Form (as attached - Exhibit B) and shall be as complete as possible. The written grievance shall be signed by the grievant or grievant's. The immediate supervisor shall answer the grievance in writing within ten (10) working days.

2. **STEP TWO.** If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within five (5) working days after the supervisor's response is received. A grievance conference shall be held within five (5) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within ten (10) working days from the date received or ten (10) working days from the conference, if held.
3. **STEP THREE.** If the answer in step two is not satisfactory to the Union, they will within fifteen (15) working days of the Superintendent's answer, serve written notice of appeal to the Superintendent or his/her designee. The Superintendent, upon receipt of the Union's notice of appeal, shall within fifteen (15) work days, arrange a meeting of the parties involved for the purpose of dispute resolution. This meeting shall include at least two representatives of the Board of Education and at least two members of the Union including a representative of Michigan Council 25. Additionally, upon mutual agreement, an impartial third party may be requested to attend.

## **ARBITRATION**

If, at the conclusion of the above meeting, the dispute remains, the Union shall, notify the employer and attempt to secure agreement on an arbitrator. If no agreement is reached on an arbitrator within thirty (30) calendar days of the meeting, the union may file a demand to arbitrate with the Michigan Employment Relations Commission.

The fees and approved expenses of the Arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

#### POWER OF THE ARBITRATOR

The Arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement, and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Board of Education or the Union where such discretion has been retained by the Board or the Union, nor shall he/she exercise any responsibility or function of the Board of Education or the Union, nor shall he/she have the power to establish or change any salary schedules, nor shall he/she have the power to interpret any state or federal laws. However, he/she shall be empowered to reverse or sustain an unjust disciplinary action.

If either party disputes that the matter is not subject to arbitration under the terms of this Agreement, that dispute shall be submitted to an Arbitrator as a separate issue. The Arbitrator who rules on the arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

Any grievances, which are similar in nature, may be heard simultaneously by the Arbitrator, upon written consent of the Board of Education and the Union.

The decision of the Arbitrator shall be final and binding on the employees, the Union and the Board of Education; any decision of the Arbitrator shall be implemented forthwith, however the parties retain the right to appeal to a court of competent jurisdiction.

- B. The failure of the Union to appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the Employer's last answer. Any grievance may be withdrawn, without prejudice, upon mutual consent of the Union and the Employer. The financial liability of either party shall be limited to those specified in this Article.
- C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.
- D. For purposes of this Article "work days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

#### ARTICLE 8. DISCHARGE AND DISCIPLINE

- A. The right to discharge or discipline employees shall remain at the sole discretion of the Employer but no discharge or discipline of non-probationary shall be taken without just cause. Interpretation of the term ~~"just-cause" shall include, but shall not be limited to the following:~~
  - 1. Conviction of any criminal act.
  - 2. Disorderly or immoral conduct.
  - 3. Incompetent or inefficient work habits.
  - 4. The possession of or consumption of intoxicants or narcotics on school property or reporting to work under the influence of intoxicants or narcotics.
  - 5. Negligence or willful damage to public property, waste or misappropriation of public supplies, equipment or money.

6. Deliberate falsification of records or reports.
  7. Misuse of employee benefits.
  8. The use of tobacco on school property.
  9. Testing positive or refusing to submit to testing under the Omnibus Transportation Employee Testing Act.
- B. The Employer agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Chief Steward. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Chief Steward. Should the discharged, suspended or disciplined employee, other than a probationary employee, and the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Superintendent of Schools or his/her designated representative within two (2) regularly scheduled working days of the discharge or discipline. The Superintendent of Schools or his/her designated representative will review the discharge or discipline and give his/her answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the Grievance Procedure, commencing with Step Three.

## **ARTICLE 9. PROBATIONARY PERIOD**

- A. New employees hired in the District shall be considered as probationary employees for the first sixty (60) days of their regularly scheduled active employment. Any days missed shall serve to extend the probationary period.

Probationary employees will only be entitled to the hourly rate set forth in this agreement. No other rights, benefits or entitlements shall apply.

When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit, and shall rank for seniority from the date of his/her initial hire. There shall be no seniority among probationary employees.

- B. Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire. Seniority shall continue to accrue while on unpaid leaves (including worker's compensation) and on layoff but not for other benefits under this agreement (i.e. longevity pay, vacation or salary schedule steps).

## **ARTICLE 10. SENIORITY LIST**

The seniority list will show the names and job titles of all employees. A copy of such seniority list shall be made available to the Union on or before July 1 of each year. Such list shall contain date of hire within the bargaining unit, employee's locations, classification, and seniority within classification.

In the event more than one employee was hired on the same date, the last four digits of the employee's social security number will be used to break the tie with the highest number being listed first.

## **ARTICLE 11. LOSS OF SENIORITY**

An employee shall lose his/her seniority and employment status for reasons including the following:

1. He/she resigns.

2. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
3. He/she is absent without notifying his/her supervisor or the Superintendent.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
5. He/she does not return from authorized leaves of absence.

Exceptions may be made under Sections 3 and 5 provided good cause can be shown by the employee for not notifying the district.

## **ARTICLE 12. LAYOFF AND RECALL**

- A. The word "layoff" means a reduction in the working force.

The procedures under this article will not be used where there is a reduction in work hours or work weeks equating to less than ninety (90) hours per year.

- B. If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the last employee or employees to enter the job classification shall be the ones removed therefrom. Employees thus removed from the job classification may, in lieu of accepting layoff, exercise their seniority to replace the employee with the least seniority in any equal or lower-rated classification, seniority permitting; which work such replacing employee can satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise the same right.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees. The employees shall be recalled to the employment in inverse order of layoff for new positions opening as determined by the work requirements established by the Board, for which the employees are qualified. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to respond within five (5) days or fails to report for duty within ten (10) days from date of mailing of notice of recall, he/she shall be considered as resigned. The recall list shall be maintained by the Employer for a period not to exceed two (2) years from the effective date of layoff. Thereafter, an employee shall lose his/her right to recall.

## **ARTICLE 13. TRANSFERS**

If an employee is transferred to a position under the Employer not included in the unit, he/she shall continue to accrue seniority for sixty (60) calendar days from the date of the transfer. If the employee has not returned to the unit within the sixty (60) day period he/she will retain his/her seniority, but will not accumulate any additional seniority while working in the position outside the unit.

## **ARTICLE 14. JOB VACANCIES**

- A. Notice of all vacancies and newly created positions shall be posted for a period of seven (7) calendar days on employee bulletin boards within one (1) pay period from date of vacancy. Interested employees shall make application to fill the vacancy or new position within the seven (7) calendar day posting period.



Determination on filling vacant positions rests exclusively with the District and is not subject to the grievance procedure.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the Chapter Chairperson with a copy to the employee.

- B. In exception to the above section any bargaining unit member, upon showing good and compelling reason, may request and receive permission to bid into a lower paying classification upon mutual consent of the Union and the Employer.

## **ARTICLE 15. LEAVES OF ABSENCE**

- A. **FAMILY & MEDICAL LEAVES:** Once each twelve (12) months, an employee, who has worked for the Employer at least one (1) year and for at least 1,250 hours over the previous twelve (12) months, shall be granted a leave of up to twelve (12) weeks for the following reasons:

1. Birth and post natal care of a child.
2. Placement of a child with the employee for adoption or foster care.
3. For a serious health condition that makes the employee unable to perform their job function.
4. To care for a spouse, son, daughter, or parent of the employee who suffers from an illness, injury or impairment, or physical or mental condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Serious health condition shall be as defined in the Act.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave, except that when applying for such leave the employee may at his/her option freeze up to eighty (80) hours of accumulated sick leave for use upon final return from family and medical leave.

During family and medical leaves, as defined above, the Employer agrees to contribute to the employee's health coverage under the group health plan at a level equal to the level prior to the commencement of the leave.

Extensions of family and medical leaves may be granted not to exceed one (1) year. However, when leaves are extended beyond twelve (12) weeks the employee will be responsible for the continuation of premiums into group health plans.

- B. Unless specified in this Article, no unpaid leaves of absences will be afforded and the denial of such requests is not subject to the grievance procedure (i.e. denial of a leave for other employment).
- C. Except in cases where advance notice would not be possible, request for leave shall be submitted in writing and on a form supplied by the Employer not less than thirty (30) days prior to the date the employee desires to commence such leave.
- D. Leaves of absence shall be without compensation, sick leave or vacation accumulation or accumulation of other benefits and fringe benefits, except for medical insurance coverage as defined in Section A of this Article.
- E. Employees returning from a leave of absence shall be returned to the position they held at the time the leave was granted, replacing the least senior employee in the classification.

- F. Employees may be required to submit to a physical examination at the request and expense of the Employer at any time during their employment.
- G. The reinstatement rights of any employee who is inducted into the Military Service of the United States, by reason of any act or law enacted by Congress of the United States, shall be determined in accordance with the provisions of the law granting such rights.
- H. Leaves of absence without pay will be granted to employees who are active in the National Guard or branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations, provided such employee make written requests for such leave of absence immediately upon receiving their orders to report for such duty.
- I. Members of the Union elected to attend a function of the International Union or Council #25, such as conventions and educational conferences, may be allowed time off without pay to attend such conferences and/or conventions upon prior written request and approval therefore.
- J. The Employer and the Union shall work together in implementing an inservice educational and training program to upgrade and train the employees in methods, materials and equipment.

The Employer may, at his discretion, allow employees to attend demonstrations, workshops or seminars in areas which would be useful to the employee. If such demonstrations, workshops, or seminars are held during the employee's regularly-scheduled working hours, he/she shall be granted time off without pay and shall be reimbursed expenses in connection with his/her attendance at such events.

The Employer may, at his discretion, allow employees to enroll in specific formal education courses which will be useful in his/her work. If such courses are during the employee's regularly scheduled working hours, he/she shall be allowed time off with pay and reimbursed any expenses in connection with courses; provided the employee completes the course with a passing grade.

**ARTICLE 16. SICK LEAVE**

- A. Employees shall receive sick leave at the rate of one (1) day per month, not to exceed twelve (12) days per year, which may be accumulated to a total of one hundred, twenty-five (125) days.  
  
Sick leave shall be used for the personal illness or disability of the employee or during or following the hospitalization of a member of the employee's immediate family (as defined in Article 17, Section A) and where the employee's services are required.
- B. An employee who is absent from work due to a work related injury or illness will use sick leave to make up the difference between his/her workers compensation payment and his/her normal full pay, provided that such payment will not cause a reduction in his/her workers compensation benefit. A number of days, or parts thereof, will be deducted from the employee's accumulated sick leave to equal the amount paid under this Section.
- C. All unused sick leave accumulated by an employee shall be paid to him or his beneficiary upon his retirement, layoff, death, or resignation; but not discharge, as follows:
  - 1. After ten (10) years continuous employment one-third (1/3) normal rate.
  - 2. After fifteen (15) years continuous employment one-half (1/2) normal rate.

Employees hired into the bargaining unit after July 1, 2011, or their beneficiary, will not be eligible for a pay out of accumulated sick leave as described above.

- D. Employees may be required to submit a doctor’s statement during a prolonged illness or after suspected misuse.
- E. An employee, while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

**ARTICLE 17. FUNERAL LEAVE**

- A. An employee shall be allowed up to five (5) working days, per occurrence, as Funeral Leave for the death of a member of the immediate family.

Immediate family shall be defined as parents, brother, sister, spouse, child, grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents of the employee or, at the discretion of the Superintendent or his/her designee, any other person.

Additional time may be granted by the Superintendent or his/her designee in extenuating circumstances or where extensive travel is required.

Denial of funeral leave shall be subject to the Grievance Procedure.

- B. An employee selected to be a pallbearer shall be allowed one (1) day per year.
- C. The Chapter Chairperson shall be allowed one (1) day per year for attendance at the funeral of a member of the Union, who is a member of the District.
- D. Any days of funeral leave in excess of five (5) per occurrence shall be deducted from sick leave provided the Superintendent has approved of the request.

**ARTICLE 18. VACATION**

- A. A twelve (12) month employee will earn credits towards a vacation with pay in accordance with the following schedule in accordance with the following schedule in accordance with date of hire. Vacation time is determined as of June 30 each year and is available to be used the following July 1 - June 30:

Service time shall be defined as the years of continuous uninterrupted service within the bargaining unit. Time on unpaid leave (excluding workers compensation) and layoff shall not be counted.

<u>Service Time</u>	<u>Vacation Days</u>
Less than one year	Pro-rated based on 5 days per year
One year or more but less than five years	10 days per year
Five years or more but less than nine years	15 days per year
Nine years or more but	

less than twelve years	17 days per year
Twelve years	20 days per year

- B. Vacation day requests are subject to the approval of supervision. Not more than five (5) days each may be approved when students are in attendance. Vacation time should be scheduled at least four (4) weeks prior to the requested starting time if at all possible. In the event more than one (1) employee requests the same vacation time, highest seniority will prevail.
- C. When a holiday falls during an employee's vacation, vacation will be extended one (1) day continuous with the vacation.
- D. Vacation days may not be advanced.
- E. An employee may not receive accrued vacation pay in lieu of vacation time, except when an employee retires, dies, resigns, is laid off or is discharged, he/she shall receive an amount to the pro-rated vacation pay due him/her, based upon his/her current wage rate.
- F. In the event an employee becomes ill during his/her vacation, and a licensed physician certifies he/she is unable to continue his/her vacation as planned, he/she will be eligible for sick leave to reschedule the unused portion of his/her vacation.
- G. An employee may carry over up to forty (40) hours of his/her annual vacation time until the following year. Such time must be used during the following year.
- H. If a regular payday falls during an employee's vacation, they will receive that check in advance of going on vacation, if they make a written request to the Finance Director for the check two (2) weeks in advance of their last day worked.

**ARTICLE 19. HOLIDAY PROVISIONS**

- A. The Employer shall pay the normal day's wages for a workday at the employee's current rate of pay for the following specified holidays, even though no work is performed by the employee:
  - New Year's Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- B. If the above-listed holiday should fall on a Saturday, the Friday preceding shall be considered the holiday, or if the holiday falls on Sunday, the following Monday shall be considered the holiday.
- C. Except for the above-mentioned situation, any employee who is required to work on a holiday shall be paid at a rate two (2) times his/her normal rate for his/her regularly-scheduled shift, for the actual hours worked, with a guarantee of at least two (2) hours pay at the applicable rate, but not as an addition to his/her holiday pay.

## **ARTICLE 20. WORKING HOURS**

- A. The regularly-scheduled workweek for full-time employees shall consist of forty (40) hours and shall begin at 12:01 a.m. on Monday.
- B. The normal workday for full time employees shall be eight and one-half (8½) consecutive hours which shall include a one-half (½) hour unpaid lunch period. The Employer may stagger the lunch period so that continuous custodial service is available for efficient operation of the school. Employees regularly scheduled to work less than five (5) hours per day will not receive a lunch period.
- C. Full time employees shall receive a ten (10) minute rest period during the first four (4) hours of their workday and one ten (10) minute rest period during the second four (4) hours of their workday; said rest periods shall be taken in the vicinity of the employees' work.
- D. The Employer may assign all employees to the day shift during the summer or during seasonal recesses when school is not in session. In the event the Employer and the Union desire to modify the number and length of consecutive workdays within a forty (40) hour workweek during the summer when school is not in session, such shall become an agenda item for a special conference.
- E. An employee leaving his/her work site during lunch time for the purpose of conducting personal business may do so if approved by his/her immediate supervisor. The employee shall record such absence on his/her time sheet.
- F. If school is not in session due to inclement weather employees covered under this Contract will report to work

## **ARTICLE 21. OVERTIME**

- A. An employee shall be paid at the rate of one and one-half (1½) of his/her regular shift pay for all time worked in excess of forty (40) hours in one (1) workweek, providing that prior approval has been obtained from the immediate supervisor, the Superintendent, or his/her designee. Paid time off, regardless of its origins, will not be counted in computing overtime pay.
- B. An employee who is requested to work overtime at the end of or prior to his/her regularly scheduled shift shall be paid at the applicable rate for time actually worked.
- C. Employees who are designated as contact persons for alarm calls shall make a visit to the site when an alarm occurs and will receive one (1) hour pay for each incident.
- D. In cases of non-school activities where custodial duties are not required, bargaining unit members will not be called in to unlock or lock buildings.
- E. Custodial employees who are requested to be on call for a school activity will receive one (1) hour pay for each day/evening they are on duty. It is agreed that personnel on call will be available to respond to a call within 30 minutes of receiving the call. On call premiums will not count toward overtime accumulation, but any hours of actual work resulting from being called in will be paid in accordance with Article 22.

## **ARTICLE 22. COMPUTATION OF BENEFITS**

All regularly scheduled hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Employees may hold more than one position (in or outside of the bargaining unit) provided 1) the assignment does not create an overtime situation, 2) the schedules do not conflict and 3) the hours may not be combined for benefit purposes.

## **ARTICLE 23. BENEFITS FOR REGULARLY-SCHEDULED PART-TIME EMPLOYEES**

Regularly-scheduled part-time employees shall share in all economic fringe benefits of this Agreement in a ratio comparing their hours to the hours of a full-time employee.

## **ARTICLE 24. NEW JOBS**

- A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications, classifications, and rates of pay; and to place them into effect. Whenever a new job is made operational, the Employer shall establish the job description.
- B. The Employer will notify the Union of such new or changed jobs and will, within sixty (60) days after such new or changed job is established, meet with the Union to negotiate the rate and classification if such new job is deemed to be within the Unit herein certified and recognized.

## **ARTICLE 25. JURY DUTY**

Employees requested to appear for jury qualification service shall receive their pay from the Employer for such time lost as a result of such appearance of service, less any compensation received for such jury service.

## **ARTICLE 26. EQUALIZATION OF OVERTIME HOURS**

- A. When the Employer determines the need for overtime, such overtime shall be equalized among all the employees assigned to that building or department i.e. grounds or maintenance who are qualified to perform the required work. When overtime cannot be covered by the employees within the building, the Employer shall offer the overtime to the qualified Bargaining Unit member with the least amount of overtime and proceed to the next to last etc. until adequate employees are called. Qualified shall mean the employees ability, demonstrated by past work or by training, to perform the work.
- B. Overtime work which involves assignments normally completed by each classification shall be offered and equalized among each classification unless no employees are available within the classification affected.

- C. Any employee offered overtime at least forty-eight (48) hours in advance and refuses the overtime shall be charged with the overtime for the purposes of equalization.

## **ARTICLE 27. NEGOTIATION PROCEDURES**

- A. This contract contains the entire Agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter not covered by this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Board of Education and the Union.

- B. The waiver of any breach or condition of this Agreement by the Board of Education shall not constitute a precedent in the future enforcement of the terms of the conditions herein.
- C. If any article or section of this Agreement should be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, but will remain in full force and effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE 28. MISCELLANEOUS PROVISIONS**

- A. The Union shall have the right to post notices of activities in matters of Union concern on employee bulletin boards.
- B. The Union recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of Michigan, as amended, by public employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Union agrees that it will not direct, instigate, participate in, encourage or support any strike against the Board by an employee or group of employees.

The Employer agrees that there shall be no lockout of employees.

- C. Copies of this Agreement shall be available to employees on the district web site.
- D. Uniforms will be provided as follows:
  1. Each employee shall be given a uniform allowance of up to \$300.00 annually for the purchase of shirts, pants, coveralls, safety shoes and if classified as maintenance or grounds-keeper, appropriate outdoor clothing.

All uniforms, including safety shoes, must be ordered from a vendor mutually agreed to by the Employer and the Union.

2. Clothing or shoes judged to be no longer acceptable for wear shall be turned into the Board of Education Office for issuance of new uniform or shoes.
3. The employee shall be required to wear the uniforms and shoes provided at all times while at work.

4. Proper cleaning and maintenance of the uniforms and coveralls shall be the responsibility of the employee.
  5. Uniforms shall be ordered by the first week of July.
- D. Employees will be required to attend staff meetings, as called by the Employer. Employees shall be paid their appropriate rate for attendance at such meetings.
- E. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager since those actions are outside of the control of the district.

#### **ARTICLE 29. SEASONAL, CASUAL OR TEMPORARY EMPLOYEES**

- A. During the months of May through September, up to a total of five (5) seasonal, casual or temporary employees, (commonly referred to as students or others). Each employee may be employed to a total of one hundred twenty (120) calendar days. It is understood and agreed that the provisions of this Agreement, entered into between the parties, do not apply to these employees.
- B. It is further agreed that these employees shall be paid a wage at the sole discretion of the Employer. These employees will be employed to meet the seasonal needs of the school district or may be employed to complete a particular scheduled project, during other times that school is normally recessed or in emergency situations that hinder the operation of the school. The hours worked by those employees defined in Section a will be used to supplement the regularly scheduled hours of the bargaining unit positions in place at a given point in time.

#### **ARTICLE 30. DURATION**

This Agreement shall become effective July 1, 2012 and shall continue in full force and effect until June 30, 2015.

- A. If either party desires to amend this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date. Notice shall be in writing and shall be sufficient if sent by certified mail; addressed, if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, MI 48906; and if the Employer, addressed to Portland Board of Education, 1100 Ionia Road, Portland, MI 48875; or to any such addresses as the Union or the Employer may make available to each other.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 11<sup>th</sup> day of July, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
*Rick Smith*  
 \_\_\_\_\_  
*Mike Stuyt Co. 25*  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*Charles Thomas*  
 \_\_\_\_\_

**APPENDIX A. WAGE SCHEDULES**

	2012-2103	2013-1014	2014-2015
Custodian/Maintenance.....	13.39	13.52	13.66
Grounskeeper.....	13.91	14.05	14.19
Mechanic.....	16.16	16.32	16.48
Mechanic, Head.....	16.92	17.09	17.26

B. Progression of the employee within the established wage schedule during the life of this Agreement shall be on the employee’s anniversary date of hire. An employee must work 95% of the scheduled days for a position for the entire year to advance on step. Periods of unpaid leave (excluding workers compensation) and layoff shall not be counted.

C. Any employee who holds a state license or certification in the following skills and is required as a part of their regular job assignment to perform tasks that require that license or certification shall receive an annual stipend as follows:

Asbestos	\$ 241.00
Pesticide/Fertilizer	\$ 360.00
Confined Space Entry and Rescue	\$ 360.00

D. If a bargaining unit employee is designated to monitor weather and road conditions and report threatening situations to the Superintendent or his/her designee. The employee will receive an annual stipend of \$575.00.

**EXHIBIT B. GRIEVANCE REPORT FORM**

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
CLASSIFICATION

\_\_\_\_\_  
SENIORITY DATE

1. Nature of Grievance:
2. Date and Time of Occurrence:
3. Place of Occurrence:
4. Who Else Was Involved:
5. What Section or Sub-Section of the Contract is alleged to have been violated:
6. What are the Facts Concerning the Occurrence (be specific):
7. What should be done about the Occurrence:

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I certify that the above is an accurate and complete statement of the grievance and the relief which I seek.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Steward

\_\_\_\_\_  
Date

**ATTACH ALL ANSWERS AND APPEALS TO THIS FORM.**

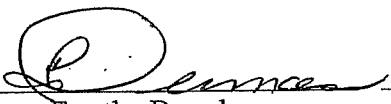


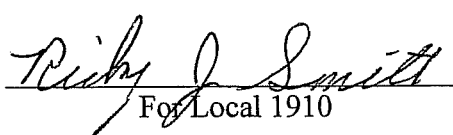
**LETTER OF AGREEMENT**  
**between the**  
**PORTLAND PUBLIC SCHOOLS BOARD OF EDUCATION**  
**and**  
**AFSCME LOCAL 1910 (CUSTODIAL-MAINTENANCE UNIT)**

It is hereby agreed as follows in conjunction with the 2012-2013 successor agreement.

ARTICLE 4 was amended due to the passage of Public Act 53 of 2012 which prohibits the payroll deduction of dues and service fees.

In the event that Act is repealed or the courts find it to be unconstitutional or otherwise unenforceable, the provisions of ARTICLE 4 of the 2011-2012 agreement will be reinstated.

 6/28/12  
For the Board Date

 8-2-12  
For Local 1910 Date