

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

**PORTAGE ASSOCIATION OF EDUCATIONAL
OFFICE PERSONNEL**

2010-2011

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AND

PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

THIS AGREEMENT ENTERED INTO THIS 17th day of **March, 2011**, by and between the PORTAGE PUBLIC SCHOOLS of the City of Portage, hereinafter called the “School,” and the PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL, hereinafter called the “Association.”

WITNESSETH:

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

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

ARTICLE 1 – RECOGNITION

Section 1: The School hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment, for all full-time and regular part-time educational office personnel engaged in secretarial and clerical work. Excluded from the Agreement are the following personnel: Secretaries to the Superintendent, Secretaries to the Human Resources Director, Payroll Clerks, Accounting Clerks or Bookkeepers in the Business Office and Co-op students. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as “employee,” and reference to female personnel shall include male personnel.

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

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

ARTICLE 2 – EMPLOYEES’ RIGHTS

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

Section 2: The Association shall have the right to use school building facilities for the purpose of conducting non-political Association business in accordance with the policies established by the School for use of such buildings. The Association may use the inter-school mail to distribute notices of meetings and correspondence between Association officers and members. However, this shall not require the School to transport such materials over U.S. postal routes. Sections of existing bulletin boards will be designated for the purpose of posting Association materials.

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

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

Section 5: An employee will have the right to review the contents of all personnel records, as defined in Section 1 of the Bullard-Plawecki Employee Right to Know Act, maintained by the School pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review.

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

ARTICLE 3 – COMPENSATION

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

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

- (a) Employees will be given as much notice as possible of necessary overtime and will be paid one and one-half times the regular hourly rate for all work performed over forty (40) hours in any one week.
- (b) Work performed on a holiday will be paid at the rate of one and one-half times the regular hourly rate for all hours worked on the holiday. This will be in addition to the holiday pay.
- (c) Work performed on Sunday will be paid at two (2) times the normal rate.

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

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

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

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

Section 5: Employees may be paid in either twenty-two (22) or twenty-six (26) pay periods. Employees must notify the Human Resources Department no later than May 30th of each year of

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

ARTICLE 4 – AGENCY SHOP

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

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

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

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

Section 5: If an employee fails to join the Association or pay to the Association the above mentioned service fee, then the Association shall request that the School involuntarily deduct the service fee amount from the wages of the employee pursuant to the following:

- (a) The Association shall notify the employee of non-compliance by certified mail, return receipt requested. This notice shall explain the non-compliance and shall allow the employee ten (10) days for compliance, and shall further inform the employee that a request for involuntary wage deduction pursuant to MCL 408.477 may be filed with the School in the event compliance is not effected. The Association shall transmit a copy of this notice to the Human Resources office.
- (b) The School will then schedule a hearing with the employee, the Human Resources Director and a representative of the Association. The purpose of this hearing is to determine whether or not the employee is, in fact, delinquent.

- (c) If it is determined that the employee is, in fact, delinquent, the employee will be given five (5) calendar days to pay the service fee or make arrangements for payroll deduction to become current on such service fee.
- (d) At the conclusion of such five (5) day period, if it is determined that the employee is still delinquent, then the School shall implement an involuntary wage deduction in the amount of the service fee determined to be payable. The School shall immediately notify the Association of its action regarding this matter.

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

Section 7: The Association agrees to defend, indemnify and save the School harmless against any and all claims, suits, or other forms of liability arising out of its deduction of Association dues or service fees from any employee's pay or in reliance on any list, notice, certification, authorization, termination, or any other action taken pursuant to this Article.

Section 8: Nothing in this Article shall be interpreted or apply to require deduction of employee contributions to political action funds, or other similar funds, of the Association or its affiliates.

Section 9: Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Section 10: Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

Section 11: The Association agrees to promptly notify the School in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the School shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.

Section 12: A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, services fees and/or initiation fees, to pay sums equal to such amounts to a nonreligious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. Donation shall be made to a charitable organization(s) as designed by the Association.

ARTICLE 5 – HOURS OF WORK

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

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

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

Section 4: Employees working on the basis of forty-eight (48) weeks will be off work two (2) full pay periods in July. The balance of the work year is the same as fifty-two (52) week employees. Employees working on the basis of a school year assignment will begin work ten (10) working days prior to the date students report and will work six (6) working days after the students leave at the end of the school year. Additional work time must be mutually agreed upon by the supervisor and the employee.

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

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

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

ARTICLE 6 – WORK LOADS AND ASSIGNMENTS

Section 1: Work load and responsibilities given to employees shall be determined by the principal or immediate supervisor. (See Letter of Understanding, page 27.)

Section 2: When and if the School creates a new position within the bargaining unit, the School shall notify the Association of the pay grade for that position. If the Association disagrees with the School’s determination, it shall within ten (10) days after receiving notice from the School of the pay grade placement, request to bargain over that determination. This provision shall only apply to new positions that have not previously been assigned pay grade placements under this Agreement.

Section 3: The main responsibility of support staff is to perform secretarial functions. However, there are many instances when a secretary may find herself in a position to provide medical or physical support to a child. With the exception of dispensing medications, these are not required duties. (See Letter of Understanding, page 28.)

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

ARTICLE 7 – VACANCIES AND PROMOTIONS

Section 1: Whenever any vacancy or other special opportunity in any office personnel position shall occur, the School shall publicize the same by posting notice of such vacancy with job duties, building location, wage range and qualifications for five (5) working days in the general office of each school building and notifying the President of the Association. Vacancies

occurring when school is not in session will be posted only in buildings where there are fifty-two (52) week employees.

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

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

When the District is contemplating elimination of an existing bargaining unit position; it will invite the President of the Association and up to two (2) other bargaining unit members of that individual's choosing to a meeting with the Superintendent and/or Assistant Superintendent of Operations and the Human Resources Director to discuss the situation. This discussion will occur not later than thirty (30) days prior to the effective date of the outsourcing.

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

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

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

ARTICLE 8 – DISCHARGE, DEMOTION AND DISCIPLINE

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

Section 2: In cases of discipline where the offense does not warrant immediate discharge, the employee shall be notified of the deficiency or dissatisfaction in the work assigned and possible

ways of making improvements. This shall be done in sufficient time so that the employee may have the opportunity to improve her work and overcome the criticism with which she is charged. Observation shall follow to ascertain whether or not progress and improvement have been made to merit continued employment.

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

ARTICLE 9 – SEPARATION

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

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

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

ARTICLE 10 – LEAVES

Section 1: Sick Leave

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

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

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

Section 2: Business Leave

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

Bargaining Unit members shall be allowed to carry over unused personal business leave days to a maximum accumulation of six (6) days for fifty-two (52) week secretaries, five (5) days for forty-eight (48) secretaries and four (4) days for school year secretaries.

Section 3: Funeral Leave

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

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

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

Section 4: Special Leaves

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

- (a) Absences when an employee is called for jury duty, except the School will pay only the difference between the per diem rate of the employee and the amount received for jury duty.
- (b) Absences when an employee is subpoenaed into court in a criminal case as a witness. The School will pay the difference between the per diem rate and the amount received for jury duty.
- (c) The amount of leave for illness or accident in the immediate family shall be limited to one (1) day per occurrence not to exceed three (3) days in any one school year to make arrangements for providing care by someone else other than the employee. Family illness related time can be taken in hourly increments. In emergency situations additional time per occurrence may be allowed at the discretion of the Superintendent of Schools. "Immediate family" is to be defined as husband, mother, father and children.
- (d) A total of three (3) days with pay per year may be used for Association business. The Association President may divide the three (3) days at her discretion. A request for such leave must be submitted to the Superintendent's Office for approval twenty-four (24) hours in advance of the leave date. Additional days without pay may be approved by the Superintendent of Schools.

Court Appearances, District-Related

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

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

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

Court Appearances Not Related to Work

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

Section 5: Leaves of Absence Without Pay

An employee on a leave of absence without pay is considered on the inactive payroll and, as such, is not entitled to the benefits under this contract except as may be required by law. An employee who fails to notify the employer of her or his intent and availability to return to work within five (5) days of the end of the leave shall be determined to have voluntarily resigned.

- (a) Any employee whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay and fringe benefits for such time as may be necessary for complete recovery from such illness, except the limit of such leaves shall be one (1) year from the last day the employee worked. The School may require verification from a medical authority of the School's choice as to the need of the employee for such extended leave.

Applications for leave of absence must be submitted in writing to the Superintendent's Office for approval prior to the starting date of such leave. Upon return from illness leave of absence, the School shall have the right to require verification from a medical authority of the School's choice as to the employee's fitness to return. The cost of the above examination will be paid by the School.

- (b) Applications for leave of absence must be submitted in writing to the Superintendent's Office for approval prior to the starting date of such leave. A leave of absence shall be granted an employee upon the presentation of a physician's statement indicating the employee is unable to perform essential job functions due to illness or disability. The employee, if eligible, shall be entitled to such unpaid leave of absence in compliance with the regulations under the Family and Medical Leave Act. Upon return from a leave of absence, the School shall have the right to require verification from the employee's physician as to the employee's fitness to return to work.

After cessation of illness or disability and upon presentation to the Human Resources Office of a physician's statement indicating that the employee is able to return to work and perform essential job functions, the employee shall be permitted to return to her former position, providing that said return meets with the following requirements:

1. If the expiration date of the employee's leave falls during a period of time the employee does not work (summer), the leave will continue until the employee is asked to report to her supervisor.
 2. Failure to report as scheduled will result in termination.
 3. An employee's return from leave is subject to the provisions of Article 17/Layoff and Recall.
- (c) A leave of absence for illness or disability may be extended for an employee filing a request at least thirty (30) days prior to her scheduled return date, provided that said request is accompanied by a physician's statement setting forth the medical necessity for such extension.
- (d) An employee may apply for an unpaid leave of absence for:
1. birth and care of the employee's child; or
 2. placement of a child with the employee for adoption or foster care; or
 3. to care for an immediate family member (spouse, child, parent) who has a serious health condition.

Such leaves shall be granted to the extent that the employee is eligible under the Family and Medical Leave Act. The duration of these leaves of absence may not extend beyond twelve (12) weeks.

Unpaid approved leaves of absence can be requested for up to a period of twelve (12) months with the approval of the Superintendent or her/his designee.

Section 6: Leaves of Absence With Pay

Conference or Convention Leave.

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

Section 7: Any situation which might arise concerning leaves, which is not referred to in this Agreement, shall be left to the discretion of the Superintendent of Schools. However, such leaves shall be considered leaves of absence without pay.

ARTICLE 11 – INSURANCE

Section 1: Health Insurance

Those regular full-time employees who elect to participate in the program are eligible for single subscriber coverage in the MESSA Choices 2 with XVA2 provided said employee has authorized a payroll deduction equal to 10% of the cost of the premium for said single subscriber coverage.

For any regular full-time employees (30 hours or more/week) who provides a statement that no group health insurance is available to their family, coverage equivalent to two (2) person coverage or full family coverage shall be available through MESSA Choices 2 (as described above) provided the employee has authorized a payroll deduction equal to 10% of the cost of the premium for said two (2) person coverage or full family coverage.

The MESSA Choices 2 Hospitalization/Medical Program shall contain the following:

- 1) \$200/\$400 in-network deductible;
- 2) \$400/\$800 out-of-network deductible;
- 3) \$20 office visit co-pay
- 4) \$25 urgent care co-pay
- 4) \$10/\$20 Rx
- 5) \$50 Emergency Room co-pay
- 6) AI and XVA2 riders

Section 2: Cash-In-Lieu

Those regular full-time employees [thirty (30) or more hours] who elect not to participate in the health insurance program provided by the School will receive one hundred (\$100) dollars per month cash in lieu.

All new hires will become eligible on the first of the month following the completion of the probationary period.

Section 3: Life Insurance

The School will pay the premium cost to provide without charge to the employee \$10,000 of MESSA term life insurance, including non-occupational A.D. & D. for all full-time regular and part-time employees as defined in Article I. All employees must be actively working at the time of enrollment in order to be eligible. Those employees absent during the enrollment period will become eligible upon their return to work. For coverage to be in force, application must be made on forms provided by the School. If an application is submitted after the enrollment period, the applicant must meet the conditions established by the MESSA insurance carrier for late enrollments. All rules and regulations established by the insurance carrier in the administration and application of benefits shall override the terms of this Agreement.

Section 4: Long-Term Disability Insurance

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

Section 5: Dental Benefits

The School will provide dental benefits (80/80/80/80-\$1300) to all regular full-time employees and eligible dependents. The School will self fund the dental benefits program. The self-funded program shall be comparable in benefit level to the Delta Dental 80/80/80/80-\$1300 program as such plan existed in May, 2002.

Section 6: Vision Benefits

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

Section 7: Flexible Spending Plan

All secretaries may participate in a Flexible Spending Plan under the District's 125 Plan. The parties have agreed to create a Flexible Spending Plan with a third party administrator selected by the School District. This Plan includes medical reimbursement and dependent care reimbursement.

ARTICLE 12 – HOLIDAYS

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

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

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

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

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

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

Section 3: When a holiday falls on a Saturday or Sunday, the School may, at its option, designate the preceding Friday or the following Monday as the holiday or grant an extra day of pay in lieu of time off.

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

ARTICLE 13 – VACATIONS

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

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

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

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

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

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

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

Section 8: Employees may not accumulate vacations from one year to the next, except with prior written approval from their immediate supervisor. In that event, unused vacation may be carried over for a period of six (6) months.

Section 9: Full-time employees having a school year assignment will be eligible for one (1) week of vacation pay. Two (2) weeks vacation pay will be granted upon completion of ten (10) years of continuous employment. The vacation pay will be included in the last check paid in June. An employee starting with the School after school begins will receive prorated vacation pay upon completing the school year provided the employee started her employment prior to January 1. An employee holding a school year assignment with more than one (1) year of service who has worked from the first scheduled work day of the school year, then leaves the system after January 1, shall be eligible for prorated vacation pay. (See Letter of Understanding p. 29.)

Section 10: Part-time employees (as defined in Article 21) covered by this Agreement will be eligible for one (1) week of prorated vacation pay upon completing each school year. A part-time employee starting work prior to January 1 will receive a prorated vacation upon completing

the school year. A part-time employee with more than one (1) year of service who has worked from the first scheduled work day of the school year, then leaves the system after January 1, shall be eligible for prorated vacation pay.

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

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

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

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

ARTICLE 14 – SCHOOL’S RIGHTS CLAUSE

Section 1: The School, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The School retains the rights of management and control of School properties, facilities and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The parties are mutually committed to the principles of fairness, mutual respect, and teamwork in the workplace.

Section 2: The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 15 – GRIEVANCE PROCEDURE

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

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

Section 3: Procedure

- (a) **Step One.** An employee with a grievance shall discuss it with her immediate supervisor individually, together with her Association representative, or through the Association representative. This discussion must be held within five (5) working days of its occurrence, or said grievance shall be deemed waived by the employee, Association and the School. If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within five (5) working days from date of meeting to the supervisor for his decision. This answer must be given within five (5) working days from date of receipt.

- (b) **Step Two.** If the decision of the supervisor is unacceptable to the Association, the Association shall so notify the Human Resources Director within five (5) working days following the rendering of the decision in Step One. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the Section or Sections of the Contract that have been violated. Such a meeting must be held within five (5) working days from date of request.

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

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

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

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

Section 5:

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

- (b) If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement), the Association may submit the grievance to the next step of the grievance procedure.
- (c) The Association and the School will be required to pay all their own expenses involved in processing a grievance, except that in Section 4 both parties will share equally all costs submitted by the arbitrator in connection with the grievance.
- (d) In the administration of the grievance procedure, any financial liability to the School shall be limited to the amount of earnings actually lost with deductions of all sums earned during this period. If an error is made in the calculation of an employee's salary, the School will be liable for the shortage. If an error should be made which results in overpayment to the employee, then the employee shall be obligated to repay the School. Such liability on the employee and the School shall be limited to the current school year.

ARTICLE 16 – SENIORITY

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

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

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

Section 3: The School shall present an up-to-date seniority list of all bargaining unit employees to the Association President by October 15th of each school year, and the following March 1st. Any objections to the accuracy of the seniority list must be presented to the School, in writing, within thirty (30) days of presentation of the list to the Association President.

Section 4: If an excluded employee (a clerical employee who is not in the bargaining unit) elects to return to a bargaining unit position, that employee will be given (for seniority purposes

only) service from her most recent date of hire with a deduction of all time worked outside of the bargaining unit.

Article 17 - Layoff & Recall

Section 1: Layoff Notice

In the event that the School determines to institute a layoff, the School will provide thirty (30) days written notice to the employees to be laid off and to the Association President. Upon request, the School will meet with representatives of the Association to discuss the implementation of the layoff and its impact upon the Association's bargaining unit.

Section 2: Layoff Procedures

- (a) The School will identify the number of bargaining unit position(s) to be reduced or eliminated and which specific positions within the bargaining unit will be reduced or eliminated.
- (b) The School will issue layoff notices to the number of least senior bargaining unit members corresponding to the number of bargaining unit positions that the School has determined to reduce or eliminate, provided that the remaining bargaining unit members have the ability to perform the remaining available work.
- (c) If the position(s) held by the least senior employees (i.e., those identified for layoff, as explained above) are not the position(s) being eliminated or reduced, the employees in the positions that are being eliminated or reduced will be subject to reassignment to the position(s) held by the employees (i.e., the least senior employees, as explained above) who have been identified for layoff.
- (d) In making reassignments under (c) above, the School will review the seniority and ability of each employee who is displaced and subject to reassignment because her position has been reduced or eliminated. The School will consult with each displaced employee to be reassigned to determine her ability and assignment preference from among those assignment(s) which are available due to the layoff of the lowest seniority employee(s). Where the displaced employee has the ability to perform the work of the position to which she seeks reassignment, preference for reassignment will be afforded to the most senior displaced employee.
- (e) If a senior employee who is subject to reassignment under this Section cannot be reassigned because she does not possess the ability for any available assignment (i.e., from those assignments previously held by the lowest seniority employees who have been identified for layoff), the senior employee shall have the right to bump the least senior person in the bargaining unit where the more senior employee has the ability to perform the job duties of that assignment. The person(s) bumped shall receive five (5) days notice of layoff.

Section 3: Bumping Rights for Part-Time Status

If a full-time bargaining unit member's hours are reduced below thirty (30) hours (i.e., to part-time status), the affected employee shall have the right to bump the least senior bargaining unit member with a comparable pay rate (i.e., no more than one pay grade higher or lower) holding an assignment which the more senior bargaining unit member has the ability to perform. The bargaining unit member exercising this option shall communicate her decision, in writing, within five (5) working days of written notification by the School of the reduction in hours. If the bargaining unit member does not exercise this option, she shall be laid off.

Section 4: Recall

- (a) Where the School determines that vacancy within the bargaining unit exists, while bargaining unit members on layoff, it will post and fill that vacancy pursuant to the provisions of Article 7 of this Agreement. Bargaining unit members on layoff have the right to apply for the vacant position.
- (b) If that bargaining unit vacancy referred to in Section 4 (a) is filled internally, the resulting vacancy will not be posted if there is a laid off bargaining unit member who has the ability to perform the work of the vacant position. If more than one employee with such ability is on layoff, the order of recall will be based upon seniority.
- (c) A laid off bargaining unit member may refuse recall, in writing, to a position which is two (2) or more grade levels lower than the position she occupied immediately prior to layoff, or to a part-time position (i.e. less than 30 hours per week), without losing their right to subsequent recall for other bargaining unit positions. Any other refusal of recall shall result in an immediate forfeiture of seniority and loss of all employment rights.
- (d) Laid off bargaining unit members shall retain seniority and recall rights for two (2) years from the date of layoff.

ARTICLE 18 – CONTINUITY OF OPERATIONS

Section 1: The Association agrees that during the term of this Agreement and during the time that a successor agreement is being negotiated, it shall not direct, instigate, participate in, encourage or support any interruption of work or other concerted action against the School by any Educational Office Personnel or any group of Educational Office Personnel. Participation in any interruption of the School program brought about either by the actions of the Association or of individuals or groups within the Association shall be cause for discipline of the participants by the School up to and including discharge.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 7: This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 8: Pupil Protection Law/Safe Schools

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

Section 9: Mileage Reimbursement

The District shall reimburse mileage costs when employees are required to provide private transportation for the benefit of the school. Said benefit is defined as employer-assigned errands and travel between school buildings. Normal travel to and from home, including travel during a split shift, is excluded. The rate of compensation shall be as per the District rate, which is determined by IRS guidelines and is subject to change in unusual circumstances related to fuel price fluctuation.

ARTICLE 20 – WAIVER AGREEMENT

Section 1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement and with respect to any subject or matter not covered by this Agreement even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 21 – PART-TIME EMPLOYEES

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

- (a) Prorated salaries (Schedule A)
- (b) Prorated sick leave (Article 10, Section 1)
- (c) Prorated holiday pay (Article 12)
- (d) Prorated leave for illness in the family (Article 10, Section 4-C)
- (e) Prorated vacation payment (Article 13, Section 9)
- (f) Prorated funeral leave (Article 10, Section 3)
- (g) Recall (Article 17, Sections 2, 3, 4)
- (h) Prorated personal business leave (Article 10, Section 2)
- (i) Prorated Long-Term Disability Insurance (Article 11, Section 4)
- (j) Part-time employees may elect to be paid in either 22 or 26 pay periods but must comply with the procedure outlined in Article 3, Section 5.
- (k) Vision reimbursement (Article 11, Section 6)
- (l) Dental Insurance (Article 11, Section 5)

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

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

ARTICLE 22 – DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2010, and will remain in effect until midnight, June 30, 2011. The parties agree that negotiations for a successor contract will begin not later than sixty (60) days prior to the expiration of this Agreement. The parties agree that negotiations for a successor contract to their 2010-2011 Negotiations Agreement will begin not later than May 2, 2011.

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

By: 
Its President

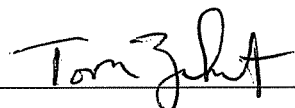
By: _____
Its Chairperson of
Negotiating Committee

By: _____

**BOARD OF EDUCATION
PORTAGE PUBLIC SCHOOLS**

By: 
Its President

By: 
Its Superintendent

By: 

SCHEDULE A

PORTAGE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

WEEKLY/HOURLY SALARIES

EFFECTIVE JULY 1, 2010 – JUNE 30, 2011

STEP	GRADE I		GRADE II		GRADE III		GRADE IV		GRADE V	
1	503.06	12.58	474.50	11.86	434.93	10.87	414.40	10.57	396.98	9.92
2	538.97	13.47	508.37	12.71	470.02	11.75	442.80	11.29	427.58	10.69
3	565.49	14.14	535.70	13.39	493.27	12.33	464.00	11.83	445.13	11.13
4	596.09	14.90	564.26	14.11	518.98	12.97	488.40	12.45	470.02	11.75
5	624.24	15.61	594.05	14.85	544.68	13.62	516.40	13.17	496.94	12.42
6	658.92	16.47	627.91	15.70	572.02	14.30	544.40	13.88	523.46	13.09
7	687.48	17.19	654.43	16.36	604.25	15.11	572.80	14.61	548.76	13.72
10	722.16	18.05	687.48	17.19	634.85	15.87	603.60	15.39	576.10	14.40
13	740.52	18.51	705.02	17.63	651.17	16.28	619.60	15.80	589.97	14.75
15	758.88	18.97	721.75	18.04	667.08	16.68	634.40	16.18	605.06	15.13
18	778.06	19.45	740.52	18.51	684.22	17.11	650.80	16.60	620.16	15.50

Effective June 29, 2010 bargaining unit members shall remain at their step level placement on Schedule A as of that date, and shall not subsequently advance steps until January 31, 2011. Step advancements for 2010-2011 will take effect on that date and will not be retroactive. Nothing in this provision will limit the right of either the School or the Association to negotiate step retention or advancement in bargaining for a successor contract to their 2010-2011 Negotiations Agreement.

Each bargaining unit member scheduled to work 48-52 weeks shall take three (3) unpaid furlough days. These days shall be scheduled cooperatively with the employee's immediate supervisor in an attempt to minimize the impact of the employee's absence.

EFFECTIVE JULY 1, 2008
LETTER OF UNDERSTANDING

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

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

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

PORTAGE PUBLIC SCHOOLS

By: Debra Miller

By: Tom Zeld

LETTER OF UNDERSTANDING

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

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

PORTAGE PUBLIC SCHOOLS

By: Debra Melle

By: Tom Zelt

LETTER OF UNDERSTANDING

The parties have agreed to the following:

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

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

By: Debra Miller

PORTAGE PUBLIC SCHOOLS

By: Taylor

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

Re: 403(b)/457 Program

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

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. Investment products to be offered to Association members will include: Ameriprise Financial, AIG VALIC, AXA Equitable Life Insurance Company, Fidelity Investments, Horace Mann Insurance, MEA Financial Services, Primerica Financial Services, MET Life Resources, 403b ASP. All of these products will be included in the initial list of investments offered to Association members by the Consortium. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium.
5. The parties agree that fees as may be required to administer the 403(b) Plan will be kept as low as possible. TSA may require investment providers to pay reasonable administrative costs. The Consortium is requiring all core vendors to provide a quarterly report card of the investment product’s performance and fees that will be shared with all employees. The District will encourage its wild card vendor to provide the same information.
6. The Plan Document shall allow employees the ability to make changes in their investment portfolio. An employee may invest with one 403(b) provider, one Roth 403(b) provider, and a third provider for a 457 at one time. Provisions for emergency or

hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.

7. The plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
8. The District and the Association agree to conduct ongoing review and assessment of the performance of MRIC, TSA and participating investment firms with the goal of maintaining a quality 403(b) program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with a committee representing the District's employees.
9. The District and the Association agree, as part of the ongoing assessment of the 403(b)/457 program, to recommend that representatives of participating School Districts and MEA Associations will act in an advisory capacity to MRIC.
10. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b)/457 program.
11. This Letter of Agreement will be included in the next Collective Bargaining Agreement negotiated by the parties.

PORTAGE PUBLIC SCHOOLS

**PORTAGE ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL**

By: Tom J. [Signature]

By: [Signature]

Its: Director of Human Resources

Its: _____

Date: 5-6-11

Date: 5-5-11