NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION

Effective
July 1, 2024 – June 30, 2026

PORTAGE BUS DRIVERS' ASSOCIATION
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NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

KALAMAZOO COUNTY EDUCATION ASSOCIATION/
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION, MEA/NEA

This Agreement entered into this 1st day of July 2024, by and between the Portage Public Schools of the City of Portage, Michigan, hereinafter called the "School", and the Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE 1-RECOGNITION

Section 1: The School hereby recognizes Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act, in regards to wages, hours, and other terms and conditions of employment for all bus drivers employed by the School. Excluded are all supervisory and administrative personnel. The terms driver when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and any reference in this Agreement to the female is equally applicable to males.

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

Section 3: This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms.

ARTICLE 2-DRIVERS' RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that all employees within the bargaining unit shall have the right freely to organize, join and support or refrain in joining and supporting the Association for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment; 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 his/her membership or non-membership in the Association, his/her participation in any lawful activities in connection therewith, or his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 2: The District agrees to furnish the Association, in response to reasonable requests no more than once per month an updated seniority list.

Section 3: The Association will 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 Board for the use of such buildings. The Association shall be provided bulletin boards or sections thereof in the drivers' lounge for the purpose of posting non-political Association materials.

Section 4: The Association President will receive notification in writing of any permanent assignments assigned to drivers when required.

Section 5: Right to Information through PERA

A. Beginning with the 2024-25 school year, designated Association representatives will be given, twice a year, a complete listing of all bargaining unit staff that includes the following:

1. First, middle and last name.
2. Start date of employment in current bargaining unit.
3. Name of position(s) assigned with classification(s).
4. Hourly pay rate and number of regular hours worked weekly along with number of days worked per year (exclusive of "extra runs", summer school, any other non-regular school day/school year pay that is not guaranteed by contract).
5. Employee identification number (if applicable).
6. Work email address and personal email address. (If available)
7. Home mailing address.
8. Home and cell phone number. (If available)

C. Designated Association representatives shall be given, via e-mail, the same information detailed in Section A above within ten (10) business days of any new hires of bargaining unit members that occur throughout the year.

D. Termination of employment by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than ten (10) business days after the member's last day of employment or when the Driver notifies the District, whichever is later.

E. When the Association requests information regarding a member's layoff or leave of absence, the District will respond within ten (10) business days.

ARTICLE 3-SCHOOLS' 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 has the right to maintain order and efficiency; to determine the number and size of busses; to establish equipment specifications; to establish or eliminate bus routes; to hire; to direct the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 2: All vacated positions will be filled through the internal bidding process first. Once all bidding has been concluded, whatever position is available will be posted for outside employees and if per District choice, they may be a PPS employee or a contract employee.

Section 3: When the District is contemplating the use of a third-party contractor to hire drivers, it will invite the President of the Association and up to two (2) other bargaining unit members chosen by the President to meet with the Superintendent (or designee), the Transportation Manager, and the Director of Human Resources to discuss the situation. This discussion will occur not later than thirty (30) days prior to the effective date of the outsourcing.

ARTICLE 4-EQUAL EMPLOYMENT OPPORTUNITY

Section 1: The District and Association agree that they do not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE 5-CONTINUITY OF OPERATIONS

The Association agrees that during the term of this Agreement and while negotiations are in progress on a successor Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted action against the School by any bus driving employee or any group of bus driving employees.

ARTICLE 6-BUS INSPECTIONS

Section 1: The normal work day shall begin ten (10) minutes before a driver is scheduled to leave the garage and shall end following a five (5) minute post-trip inspection/cleaning. The normal work week shall be the above hours Monday through Friday. If a driver is asked to either clock-in early or clock-out late, this should be noted on a blue extra work sheet and signed by both the driver and the supervisor or manager.

Section 2: The normal or special education noon assignment and free-standing shuttle will begin ten (10) minutes before a driver leaves the garage and shall include a five (5) minutes post-trip inspection/cleaning at the time a driver returns to the garage.

Section 3: For purposes of computing pay for regularly scheduled runs, compensation will begin ten (10) minutes prior to the time the bus driver is required to leave the gate to begin any run and shall include a five (5) minutes post-trip inspection. The drivers must perform a ten (10) minutes pre-trip inspection and complete a five (5) minute post-trip inspection of their assigned bus and document same as required by law. Pre-trip inspections must be performed on each and every bus driven by the driver, following district policy.

ARTICLE 7-SENIORITY AND ASSIGNMENT

Section 1:

a) All bus drivers must complete a bus drivers' training program to the satisfaction of the School. Upon successful completion of the training program, all drivers will serve a probationary period of sixty (60) working days. Days when the driver does not work will not be counted. During the probationary period, the Employer shall have the right in its sole discretion to terminate the services of an employee without that employee having recourse through the grievance procedure. Upon satisfactory completion of the probationary period, the substitute bus driver's seniority will be listed as of the date the training program was completed. If two (2) or more employees complete the training program on the same date, seniority will be determined by drawing lots. At the time of the seniority selection the affected Association members and an Association Representative will be present. The probationary driver will be paid on the appropriate step on the salary schedule. Drivers who are hired by the District with their training already complete shall have their seniority date be their date of hire.

b) Seniority will be done in order of training date completion (or the date of record prior to July 2024) in the following order:

Route Driver
Non-route Drivers
Call-In Substitute Drivers will not be on the seniority list.

c) Should a Driver, resign or retire, the driver shall lose all seniority. Such drivers may be rehired by the district as a new driver. The new seniority date of such driver shall be the date training is completed (or date of hire if already licensed).

Section 2: Drivers shall be defined as:

1) ROUTE DRIVER: All drivers who have an AM/PM run 5 days per week will be considered a route driver.

2) NON-ROUTE: Drivers who do not have an AM/PM run and are required to report 5 days per week will be considered non-route drivers. These employees have two (2) hours AM (minimal) and two (2) hours PM (minimal.)

3) CALL-IN SUBSTITUTE DRIVERS: Drivers who do not report daily will be considered call-in substitute drivers. On days when these Drivers report, they shall be paid a minimum of two (2) hours.

Section 3: Work will be assigned according to the following procedure:

1) AM/PM regular runs: Current runs will carry over to the following year. Many of the add-ons will be assigned to the same runs from year to year. New AM/PM runs or vacant runs will be available for bid at orientation based on seniority.

2) Definitions:

(a) Route: A designated course regularly traveled by a school bus to pick up students and to take them to school, or to deliver students from school to their homes or designated bus stops.

(b) Run: A section of a route. [To illustrate the difference between a run and a route, it is possible to have six (6) daily runs on the same route, i.e., one high school, one middle school, and one elementary run both morning and afternoon.]

(c) Free Standing Shuttle: A run back and forth over a short route (e.g., between two or more locations.) A shuttle shall be at least one (1) hour or more.

(d) Changes in driver route assignments, i.e. additional runs that become a part of the driver's AM/Midday/PM route shall be done in accordance with the following:

1. Changes in routes shall be done where it is most efficient in terms of location of the route, followed by
2. Seniority, and then by
3. Available driver hours

In emergency situations, a driver may be temporarily assigned, in lieu of following the above provisions; however, within seven (7) days of the temporary assignment the above provisions must be applied.

The Association President shall schedule a meeting weekly with Transportation Manager or Transportation Supervisor for additional work added to driver's routes

Section 4: By June 1 of each year, each route and non-route driver will be given the opportunity by the use of the intention sheet to indicate what types of mid-day work said employee is interested in for the following school year.

After route drivers have identified interest in mid-day work, the Transportation Manager shall create the following year's mid-day assignments based upon the drivers' seniority and preferences, provided that it is understood that no schedule can be over forty (40) hours. [The rule re: forty (40) hours applies to all work for Portage Public Schools in any capacity or department.] During the time that the Transportation Manager is creating the following year's mid-day assignments, he or she shall meet with two (2) representatives of the Association for the purpose of getting their consultation, input and review.

Even though the general rule is that mid-days will be assigned upon preferences and seniority, the parties recognize that some assignments will be made with efficiency in mind (i.e., time and geographic.) In these cases, decisions will be shared with the Association President.

Section 5: Once drivers have bid upon these route assignments, it becomes the regular assignment for that driver for the school year. If a driver, after accepting an assignment for the year, decides to give up his/her mid-day assignment, they will not be eligible for any other permanent mid-day assignment for the remainder of the semester.

Section 6: It is understood that routes can and do change during the course of the school year. Work will be assigned according to the following procedure after the orientation meeting:

1) Whenever a route is vacated, or a new route is created, or an existing school year route becomes a year-round route, such route will be posted for a period of five (5) working days and shall be open to all drivers. The senior-most driver submitting a written bid shall be assigned to the route. Any unselected route shall be offered to the senior non-route driver on a seniority basis. If no non-route driver accepts the new assignment, then such route shall be assigned to the non-route driver with the least seniority. In the event the number of route drivers exceeds the number of regular routes, the least senior driver shall be placed on non-route status. Vacancies occurring during summer break will be available for bid at orientation.

   A driver, when changing routes, may within three (3) full driving days from the date of transfer, elect to return to his/her former status. During the three (3) day trial run, the new driver will not be accompanied by the previous driver. If the driver returns to their assignment held immediately preceding the transfer, the next senior driver who submitted his/her written bid will be assigned to the route within three (3) working days. When a driver transfers from one route to another, posting of the former route shall be implemented the following Monday after notice of opening.

2) After orientation, new and/or vacant mid-day runs and shuttles will be posted for bid. Such work will be reassigned to the most senior driver who submits a bid. If such bid results in that employee's previous mid-day assignment becoming vacant, that work would be reassigned to existing routes if possible. If mid-day assignment can't be reassigned, it would then be posted as an open assignment.

3) Following decisions and possible reassignments based upon seniority, the District will assign remaining new work according to the following three (3) priority categories.

   (a) Drivers who currently are under forty (40) hours and interested in additional work who indicate their interest in writing. The Association will receive the list of drivers who are interested in additional work by the end of September.

   (b) Non-route drivers.

If there is more than one driver in the above categories, assignment is made by seniority.

If new work would put all route drivers into overtime, work is assigned -to a non-route driver.

4) EXTRA WORK - A list of drivers who are not regularly assigned and volunteer to drive, mid-day runs or shuttles will be compiled by the end of the second week of school. Drivers who would go over forty (40) hours during the week because of previously assigned trips will be passed over for that fill-in assignment.

Short-Term Absence: [Less than one (1) week.] When a route driver is absent, the total AM/PM package created by such an absence will be assigned by the District to an available non-route or substitute driver for the duration of the absence.

When a driver is absent for mid-day assignment, the Transportation Office shall offer the extra work to those route drivers who signed up by seniority for the remainder of the absence, whenever possible. If no route driver signs up or is available, part-time would be considered next.

Long-Term (Mid-Day) Absence: Long-term absence (those that are anticipated to be one (1) week or more) shall be filled by the most senior route driver who has signed up for additional work. If no regular driver signs up or is available, non-route drivers would be considered next.

4) Drivers who decline a mid-day run, extra work, or shuttle five (5) times will be removed from the list for the remainder of the semester. The association will receive notification of those who have been removed from the list upon request. Drivers can complete a blue sheet during the current week to change their extra work availability.

5) Drivers will accrue sick leave for their regular runs including add-ons, mid-day runs and shuttles.

Section 7: The beginning of the school year shall be defined as the first day students report to school.

Section 8: A driver returning from an approved leave of absence will be given seniority for the period of time the driver was on the leave of absence, in addition to the seniority accrued prior to the leave of absence.

Section 9: **Excessive Absences**

Transportation Absence Policy

Regular attendance is of vital importance to the successful performance of employees' jobs. Each absence unfairly burdens employees' co-workers and supervisor(s). Therefore, all employees are expected to report to work on time every day they are scheduled to work and to maintain a satisfactory record of attendance.

Section 1

When a driver is unable to work due to illness or injury, the driver shall report this absence no later than 2 hours before the scheduled pre-trip report time. This notification will be done via phone and must speak to either the Transportation Manager or Supervisor. Upon calling in, a day will be deducted from the driver's sick leave

Section 2

When a driver is absent three days in a row, administration reserves the right to ask for a doctor's note.

Section 3 FMLA

If an employee calls off work for more than three (3) consecutive calendar days (per the procedure listed in Section 1) for personal or family medical reasons requiring continuing treatment, or misses work due to overnight inpatient care, such absences may be covered by the Family and Medical Leave Act (FMLA).

Employees absent five (5) consecutive days or more with an unscheduled absence due to personal or family sickness/medical reasons must provide a Return to Work Release from their doctor before being permitted to return to work.

Absences due to approved leave under the FMLA and/or other approved leave(s) including bereavement, pre-approved personal leave, association leave, jury duty, and military leave, will not be included when considering any employee's attendance record and will not be considered an occurrence.

Definitions

Tardy: A tardy shall be defined as arriving after the 10-minute pre-trip report time.

Late Call-In: A late call-in shall be defined as any call-in that happens less than an hour and a half (1.5) before the pre-trip report time.

Unreported Absence: when a driver fails to call in or show up for an assigned run ("no call, no show")

Occurrences:

Three (3) tardies	One (1) occurrence
One (1) unreported absence for either an AM or	One (1) occurrence

PM run	
One (1) unreported absence for both AM and PM runs.	Two (2) occurrences
Three (3) late call-ins	One (1) occurrence
3 absences within a 4-week period, without appropriate documentation	Once (1) occurrence

Progressive Discipline
1 Occurrence = verbal warning
2 Occurrences = written warning
3 Occurrences = Three (3) day unpaid suspension
4 Occurrences = Termination

An employee with three (3) unreported absences in three consecutive days will be deemed to have abandoned their position. Employees will be terminated, and the employee is not eligible for rehire.

The District is aware there may be times when there are extenuating circumstances, which may not permit an employee to follow the attendance policy. However, employees should notify the Transportation Manager before their attendance occurrences are considered excessive.

Attendance Incentive
Attendance incentive program will run in four time periods which will coincide with the District's academic quarters.

Drivers with no occurrences each quarter, shall be paid $180 within one (1) month following each quarter.

Drivers with 1 occurrence each quarter, shall be paid $90 within one (1) month following each quarter.

1) Days when an employee is on leave of absence due to jury duty under Article 11, Section 5(a) of this Agreement shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.

2) Employees who are subpoenaed to a court of law for an issue directly related to their employment with Portage Public Schools shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.

3) Absences taken under the Association Leave provision shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.

After one (1) year of service, any driver who has achieved either the perfect attendance or good attendance payments in the previous quarter as defined in the District's Absence Policy, can use up to five (5) days of sick leave during District break periods (defined as winter break, mid-winter break, and spring break) during the following quarter.

ARTICLE 8-TRIP DRIVING ASSIGNMENT

Section 1: Trips are requests that have been made by various directors and organizations and a trip slip is issued. As school representative (coach, teacher, parent, etc.) will accompany the Driver on all trips exceeding 60 minutes, unless an agreement is made between the driver and Transportation Manager. The District will try to ensure a school representative on all trips, to the best of its ability.

Whenever possible, route, non-route, and substitute drivers shall be used for driving trips and for transporting students with the following exceptions.

a) Vans may be driven by teachers or coaches when the cost of the trip may be reduced by using these people.

b) If after reasonable effort, the School is unable to locate a route driver willing and free to take the assignment, the School may assign a driver of its choice.

Section 2: **Trip Assignment Procedures**

a) Trips shall be defined as driving assignments in addition to the regularly scheduled daily driving assignments.

b) Trips shall be assigned as follows:

1) Trips available for sign-up will be posted by 9:00 a.m. on Thursday.

2) Trip preference selection must be completed by 9:00 a.m. on Friday.

3) Trip assignments will be posted by 1:00 p.m. Friday. The trip list will be posted in the office window and a copy will be placed in the Association President's mailbox.

4) Sign ups for trips assignments as required above may be adjusted, as reasonable, due to holidays and/or breaks.

5) 5) Trips will be assigned starting with the senior-most Route Driver and continuing down the list until all regular trips are assigned. The list of drivers available for trips will start with the top senior driver and continue down the seniority list. Once a trip is offered from the list, the rotation continues on until it completes its total rotation. The trip list will not "jump back" to get drivers who were not available nor had adequate hours for the trip offered to them. The last drivers available for trips will start with the top senior driver and continue down the seniority list. In the following weeks, the last week continues to rotate in a five (5) driver increment through the entire seniority roster. Emergency trips, late trips, and makeup trips are exempt from this list.

6) A separate list, based on seniority, will be maintained for all late trips. Late trips are defined as those trips received after the standard cut-off time of Thursday at 9:00am. This list will rotate on a continuous basis throughout the school year. Emergency trips will be exempt from this rotation. Once a trip is offered from this list, the rotation continues on until it completes its total rotation cycle. Trip list will not "jump back" to get drivers that were not available nor had adequate hours for the trip offered to them nor will drivers be penalized for refusing a late trip. The Association will receive late trip assignments each Friday. As new trips are added, the posted list will be updated and the Association will be notified.

7) Unpaid canceled trips will only be made up during that week.

c) A list of route drivers available for trips will be posted in selection order, with their available trip hours. Each driver on the list will indicate, by order of preference, up to seven (7) trips for which they want to be assigned, up to a forty-eight (48) hour maximum. The driver may opt to utilize "any" as one of their choices after selecting at least one specific trip, allowing the Transportation Department to assign the driver a trip based on the driver's hours and days of availability.

d) A list of available trips will be posted along with the list of drivers in c) above.

e) Paid leave would count toward total hours in calculating overtime and availability for trips, but unpaid leave would not. Regular work and trips as well as late and emergency trips are included in the calculation.

f) When a trip is canceled after the trip has been assigned to a driver for a reason outside the control of the District (ie: weather or cancellation by non PPS host school) with less than two (2) hours notice, the driver who was scheduled to take such trip will be paid for the original tip length or four (4) hours, whichever is less. If a trip is changed to a drop only or drop and return trip after it has been assigned to a driver, the driver will be paid for the original trip length.

g) Substitute drivers are eligible for trips when there are no route drivers or non-route drivers who are available or eligible. Part-time and substitute drivers are eligible for trips based on seniority, interest, eligibility and availability.

h) When a trip is canceled with more than two (2) hours notice, the driver shall receive no compensation.

i) Trips which span more than one (1) day will have the time worked allocated based upon the actual hours. Pay periods begin on Sunday and end on Saturday. Drivers will be paid a per-diem as specified by District policy for meals and incidental expenses and hotel cost will be covered by the District or the District-related entity requesting transportation.

j) Trip assignments falling during the winter and spring breaks start the first day following the last day school is in session. However, if Thursday or Friday is the last day school is in session, Saturday trips will be considered part of the regular work week rather than holiday trips. All trip assignments will be made according to the established procedures found in Trip Assignment Procedures of the negotiated agreement.

k) Refusal of nine (9) trips following signing up for them will result in that employee being ineligible for trips for the rest of the year. If an employee cancels a trip that he/she has signed up for, on 9 different occasions, he/she will be ineligible for trips for the rest of the year. The Employee may resubmit their availability to the office one (1) time in writing received prior to a trip(s) being assigned for this not to count as a refusal. When a driver wishes to decline a trip, they must notify the Transportation Manager or Transportation Supervisor in person. When a trip is declined or turned back in within 24 hours of the trip will result in a double decline. Declining or returning a trip within 24 hours of the trip will result in a double decline. Emergency situations as agreed upon by the Transportation Manager and the Union Association President would have the declines waived may result in a waiver of any penalty.

l) If a trip scheduled during the normal working day is canceled and the driver who had been assigned the trip is able to drive the regular route, the substitute who is replaced will receive a two (2) hour minimum in pay.

m) Mid-day assignments will not be covered to allow a driver to accept a trip assignment.

Section 3: **Break in Service**

A driver who retires or resigns from the District and returns to work as a driver will move to the bottom of the seniority list and will be placed at the bottom for bidding rights.

Section 4: **Summer Driving**

a) Summer routes will be assigned beginning with the most senior route driver who does not have a year-round route. When all route drivers have been exhausted, the non-route drivers become eligible by seniority. Call-in substitutes will only be used when all route and non-route drivers have been exhausted. Drivers who are called as subs for summer routes may be dropped from future substitute summer subbing consideration for that summer if they reject three (3) chances to sub during the summer. Drivers may notify the Transportation Manager or designee in writing to place himself\herself on the "Do Not Call List" if they are not available to drive for a specified period." In the event of an "Emergency Situation", driver may email this request into the Transportation Manager or designee. This will not be in effect until there is a reply from Transportation Office Staff person to verify that it has been received. This applies to "Summer Driving Only".

b) All eligible drivers will be used for all summer trips and will be assigned in the same manner as trips during the school year. If a driver rejects three (3) trips, he/she will be eliminated from summer driving. A "no show" for a trip will eliminate a driver from future summer driving. .

c) c) Summer school driving shall begin the day following the students' final day of the regular school year and shall be a minimum of 5 hours per day.

d) No summer driving (routes and trips) shall be scheduled which result in a schedule over forty (40) hours. [The rule re: forty (40) hours applies to all work for Portage Public Schools in any capacity or department.]

e) Drivers who do not complete assignments and are ineligible for extra assignments or summer assignments through the following the summer (as stated above) can become eligible if agreed upon by the Transportation Manager and the Association President.

ARTICLE 9-CONDITIONS

Section 1: The School will maintain clean and functional rest rooms and lavatory facilities for the drivers' use. A room appropriately furnished will be provided as a drivers' lounge.

Section 2: Telephone facilities shall be made available to drivers for their reasonable use.

Section 3: All drivers are provided an e-mail account by the School which can be accessed on School computers or from any internet connected computer.

Section 4: Adequate parking facilities shall be made available to drivers.

Section 5: CLOTHING ALLOWANCE: To maintain a high standard of appearance, all bus drivers shall be provided a winter/all-weather jacket to be worn while on duty. The jacket shall be provided without cost to each driver after the ratification of this Agreement, and thereafter with the completion of the probationary period, and at the beginning of even numbered school years subsequently. The maximum allowance for jackets shall be $80. If the District approves and selects a standardized jacket that exceeds this amount, the District will cover the additional cost but will only reimburse a driver not selecting the standardized District jacket a documented amount up to the $80 allowance. Alternatives to jackets may be considered by the Transportation Manager and treated as a standardized item.

ARTICLE 10-DRIVER PROTECTION

Section 1: Any case of assault or sexual harassment upon a driver shall be promptly reported to the School as specified within the policies of the district. Administrative personnel shall inform the driver of his/her rights and obligation with respect to such incident and shall render reasonable assistance to the driver in connection with handling of the incident by law enforcement authorities.

Section 2: The employer will support all appropriately processed and reasonable route management decisions by drivers in the handling of discipline problems on the bus.

Section 3: Medically Fragile Students and Special Needs Routes

Any driver required to provide medical treatment or services for a student shall be provided the following:

- Appropriate training by a licensed health professional regarding the acts or functions to be performed.
- All necessary supplies
- Any equipment (radio or telephone) or information necessary to allow direct communication between the driver performing the medical services and a professional who can provide guidance.

ARTICLE 11-LEAVES OF ABSENCE

Section 1: **Sick Leave**

a) Each driver (does not include call-in subs) shall earn sick leave each month based upon their average daily run time. The average daily run time shall be based upon the pickup and take home runs and shall include, mid-day runs, shuttles, and add-ons. It will be rounded up to the nearest quarter hour of work completed. Average regularly scheduled daily run length will be initially computed during the second pay period in September. It will be recomputed during the second pay period in January. For ten (10) month drivers the accrual of sick leave shall begin the first pay period in September. The June accrual will occur for drivers that work 10 or more days in June.

Sick leave may be used for non-job related physical or mental illness. The sick leave allowance will be credited to the employee's account on the first day of each month.

b) Each driver shall be entitled to the unused portion of each year's sick leave up to a total of five hundred (500) hours which shall be available to him/her in future years. Upon resignation all accumulated sick leave benefits terminate.

c) Employees returning from sick leave may be required to take and pass a physical examination by a doctor designated by the School before returning to work. The School will absorb the cost of such physical. In addition, the employee may use sick leave from his/her accumulated sick leave account until the school's physician permits the employee to return to work.

d) After five (5) years of service to the Portage Public Schools as a driver, if a driver has had four (4) or fewer sick leave occurrences in a school year, he/she may make written application, within one week of the conclusion of the school year, to redeem a whole number of unused sick days, not to exceed 5, at the rate of $50 per day. Once redeemed, these days cannot be restored to the driver's accumulation of sick leave.

e) The District will provide payment for 1/3 of unused sick leave at a percentage of the driver's current hourly rate of pay as specified in the chart below to an employee provided the driver has been employed in the District for at least eight (8) consecutive years prior to leaving, or five (5) consecutive years if the driver qualifies for immediate retirement (due to normal or disability retirement) under the Michigan Public Schools Employment Retirement System. This payment will be made within one (1) month of the employee's retirement date. In the event of death, payment shall be made to a beneficiary designated by the employee in writing, or in absence thereof, to the Employee's estate.

0-80 hours – 15%
81-240 hours – 30%
241+ hours - 40%

c) **Illness In The Family:**

The amount of sick leave available for accident or illness in the immediate family shall be limited to one (1) day per occurrence not to exceed three (3) days in any one (1) school year to make the arrangements for providing care by someone other than the employee, provided the employee has the time in his/her sick leave bank. Family illness related time can be taken in hourly increments. In emergency situations additional time off may be allowed at the discretion of the Superintendent. All additional time will also be granted from the employee's sick bank.

Immediate family is defined as: mother, father, step-parent, husband, wife, children, step-child, sibling, step-sibling and any other family member dependent upon the employee for financial support and/or care.

Section 2: **Leaves Of Absence Without Pay Or Other Fringe Benefits**

a) A leave of absence for personal illness shall be granted, upon written request, to any employee who furnishes medical evidence of such illness. Leaves of absence may be granted by the School for other reasons upon written request, but no leave of absence will be granted for an employee to accept employment elsewhere. No leave of absence will exceed one (1) year from the last day the employee was actually at work. If an employee violates the purpose for which his/her leave of absence was allowed, he/she shall be subject to discharge. If an employee does not report for work at the expiration of the leave of absence, he/she will be considered as having voluntarily quit. An employee, to whom a leave of absence has been granted, shall not be entitled to return to the employ of the School until the expiration of sick leave of absence unless a route is available.

Employees returning from a leave of absence may be required to take and pass a physical and/or psychological examination by a doctor designated by the School before starting work. The School will absorb the cost of such examination.

b) A leave of absence for disability shall be granted an employee upon the presentation of a physician's statement indicating the employee cannot continue to perform essential job functions. 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 ability to return to work to perform essential job functions.

c) A driver on a leave of absence will not receive sick leave credit for the period of time he/she was on leave.

An employee who is absent due to illness will first use up all available sick leave and if additional time is needed, as prescribed by the employee's physician, a request for same must be made in accordance with Article 11, Section 2-a prior to the expiration of sick

leave or, if that is not possible, within ten (10) days following expiration of sick leave. A leave of absence will be approved up to one (1) year from the last day the employee worked. During the period of unpaid leave the employee's route will not be posted until sixty (60) working days have elapsed. If after the expiration of the sixty (60) working days the employee is still not physically able to return to work, the employee's route will be posted.

The maximum period of time an employee may be absent from work is one (1) year. This period may include sick leave and unpaid leave.

Upon return from a leave of absence, the driver shall be assigned to an available route. If no route is available, the driver shall be assigned to the route being driven by the driver with the least amount of seniority provided that the driver being replaced has less seniority than the driver returning from the leave of absence.

Section 3: **Business Leave**

Each driver (except for call-in subs) shall be allowed, with full pay, up to two (2) days per year for business leave. Absences under this provision shall be necessary personal 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 funerals (not specified in Section 4), legal appointments, medical and dental appointments. Business leave requests, specifying the reasons for the absence, must be submitted to the Transportation Director for approval. An absence without approval will subject the employee to disciplinary action. Drivers are responsible to verify approval of the business leave at the end of their regularly scheduled workday prior to the date of the requested leave day.

a) The District shall endeavor to reserve one (1) leave day until 5:00 p.m. the night before the effective date so as to address last minute requests from employees.
b) Unused personal days will be converted to sick days and added to a driver's sick day allotment.

Section 4: **Funeral Leave**

An employee absent because of death in the immediate family (as defined below) will be permitted to take up to five (5) days, with full pay, of actual time lost from normally scheduled work during the period between the death and the day of the funeral. The above time will be granted providing: 1) that such absence shall be reported to the School on or before the first day, 2) that the absences are 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. The five (5) days can be used as services and/or other arrangement are held.

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

Section 5: **Special Leaves**

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

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

b) Court appearance when an employee is subpoenaed as a witness in a court of law. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This section shall not be in effect in any case in which the employee brings suit against the School.

Section 6: **Association Leave**

The District will provide a total of five (5) paid leave days per year to the Association for the purpose of enabling employees designated by the Association to conduct Association business. These days may be taken in full day or one-half day increments. The District reserves the right to limit the number of people taking Association leave to two (2) in any single day. The Portage Transportation Association will reimburse the District for all wage and retirement benefit costs resulting from use of these leave days.

Section 7:

Any leave or 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 and/or their designee.

ARTICLE 12-VACATION

Those employees who work "year round" and have completed six (6) months of continuous employment as a "year round" driver will be eligible for two (2) weeks of paid vacation effective the following July 1st. The vacation must be taken during a period when the employee's services are not required. The weekly vacation pay will be determined by multiplying the driver's average daily hours by five. A "year round driver" is defined as a 12 month employee who hold AM and PM routes.

ARTICLE 13-HOLIDAYS

Section 1: The following days will be considered paid holidays provided the employee works their scheduled day before the holiday and their scheduled day after the holiday. (Those who have an excused absence such as a death in the family, scheduled jury duty, or other circumstances as mutually agreed to on a case-by case basis by both the Transportation Manager and the President of the Portage Bus Drivers' Association, will receive holiday pay).

a. New Year's Day
b. Spring Friday
c. Memorial Day
d. Labor Day
e. Thanksgiving Day
f. The day after Thanksgiving
g. Christmas Day

Section 2: Employees assigned to "year round" routes and employees assigned to regular summer assignments will receive holiday pay for July 4 providing they meet the other requirements of this Article.

Section 3: Holiday pay will be based on the employee's average daily rate. The average daily rate shall be based upon the pickup and take home runs and shall include noon runs, shuttles, and add-ons. It will be rounded to the nearest quarter hour of work completed (see Article 15, Section 7). Average regularly scheduled daily run length will be initially computed during the second pay period in September. It will be recomputed during the second pay period in the second semester.

ARTICLE 14-COMPENSATION

Section 1:

Rates paid to drivers are specified below. Steps granted as of July 1st during each year this Agreement is in effect. All newly hired or rehired drivers shall be paid at Step 1. Drivers hired after March 1st shall not advance to the next step until July 1st of the year after they are hired. All training, route making, any meeting called by the school, physicals, summer driving, and trips will also be paid at this rate of pay.

	24/25	25/26
1	$ 21.55	$ 21.98
2	$ 21.65	$ 22.08
3	$ 21.75	$ 22.18
4	$ 21.85	$ 22.28
5	$ 21.95	$ 22.38
6	$ 22.45	$ 22.88
7	$ 22.55	$ 22.98
8	$ 22.65	$ 23.08
9	$ 22.75	$ 23.18
10	$ 22.85	$ 23.28
11	$ 23.35	$ 23.78
12	$ 23.45	$ 23.88
13	$ 23.55	$ 23.98
14	$ 23.65	$ 24.08
15	$ 23.75	$ 24.18
16	$ 24.35	$ 24.68
17	$ 24.45	$ 24.78
18	$ 24.55	$ 24.88
19	$ 24.65	$ 24.98
20	$ 24.75	$ 25.08
21	$ 24.85	$ 25.18
22	$ 24.95	$ 25.28
23	$ 25.05	$ 25.38
Steps granted for 25/26		

b) When the District decides it is necessary to use a Portage paraprofessional as an aide on a bus, or as an aide while a student is being transported utilizing another type of vehicle, the aide in question will be paid as a Portage paraprofessional in line with the then-existing wage rate for the position.

Section 2: Drivers must keep all maps and stop sheets current and will be compensated for the actual time spent updating these at the direction of an office staff member at their regular hourly wage.

Section 3: When the school finds it necessary to close as a result of physical breakdowns or climatic conditions, bargaining unit employees shall be notified that they are not to report to work. All drivers scheduled to drive on a closure day will be paid their normally scheduled hours for that day at their assigned rate of pay, excluding trips, for all days allowed by the state, up to six (6) days per year. If more days are missed than the six (6) allowed by the state, drivers will not be paid for these days. Drivers will drive and receive regular pay for any rescheduled school days. Should missed days beyond six (6) be forgiven by the State and not be required to be made up to receive full funding, Drivers will be paid for those days.

Section 4: Orientation for all drivers shall be held preceding the first day of school. All drivers in attendance will be paid their regular hourly rate with a two (2) hour minimum.

Section 5: Time worked will be calculated as actual time worked.

Section 6: When one assignment ends and the next one starts WITHIN 20 minutes, you are allowed to stay, "on the clock" or "on duty" and be paid straight through. Drivers are expected during this time to be available and may be requested to perform additional coverage while being paid. If, there is a break of MORE than 20 minutes, drivers MUST go "off the clock" and are NOT paid for this time. This work rule applies to assignments between their morning, mid-day, and afternoon runs, i.e., shuttles, noon runs, etc. This does NOT apply to "lay over" time approved in advance between morning or afternoon secondary and elementary runs. "Lay Over" time is defined as, "drivers are being paid for this time and MUST be available for additional assignments, or cleaning the interior of their bus".

Section 7: Other than the wages and benefits identified in this Contract for the Contract term, there shall be no material increase in wages or benefits unless ratified by both parties. Upon expiration of this Agreement, the bargaining unit shall not receive step increases or increased benefits unless expressly ratified by both parties.

ARTICLE 15-INSURANCE

Section 1: **Health Insurance**

The School will make available to all drivers regularly scheduled to work 20 or more hours per week a health insurance program selected in coordination with the Association. For the duration of this agreement, the selections are MESSA Choices 2 with XVA2 and MESSA ABC 1 with single and family coverage. If the Association wishes to change health insurance offerings, it shall notify the District which plan is being replaced and the plan which is being added no later than September 1 each year. This change shall be effective on January 1 of the next year and will be available during the District's annual open enrollment. The medical benefit plan coverage year shall be January 1 through December 31.

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

1) $500/$1000 in-network deductible

2) $1000/$2000 out-of-network deductible

3) $20 office visit co-pay

4) $25 urgent care

5) Saver Rx

6) $50 Emergency Room

7) AI and XVA2 riders

The school paid subsidy shall be as follows:

The Board will pay an amount equivalent to the monthly hard cap under PA 152 for the employee-only level of coverage. For those bargaining unit member who elect dependent coverage, the Board shall contribute an additional $250 per month above the employee-only amount toward medical coverage for dependents. Additional amounts for dependent coverage are fully paid by the member.

Eligible drivers not electing District Health Insurance shall receive an additional $2.25 per hour worked as cash in-lieu.

Section 2: **Long Term Disability**

All employees regularly scheduled to work 20 hours or more per week are enrolled in a long term disability program.

This program will be established and selected by the School. Benefits would commence after the 91st day for those employees having 90 or less days of accumulated sick leave or the day after expiration of accumulated sick leave for those employees having more than 90 days of accumulated sick leave and continue for three (3) years after the initial date of disability. The program will provide 50% of base salary, to a maximum of $600 per month, for up to three (3) years following said waiting period. Mental and alcohol disorders will be excluded from this policy. All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

Section 3: **Section 125**

The School will administer a Section 125 Medical Reimbursement Plan for all interested employees.

Section 4: **Life Insurance**

The District will pay the full premium cost for a $10,000 term life insurance policy with AD&D for all drivers regularly scheduled to work 20 hours or more per week. All benefits, definitions and terms shall be in accordance with the master policy between the school and the insurance carrier. Effective January 1, 2025, this amount will increase from $10,000 to $20,000

Section 5: **Vision Insurance**

The District will provide all drivers regularly scheduled to work 20 hours or more per week with single subscriber MESSA Vision insurance. Drivers may opt to pay the additional cost to cover either two-person or family coverage.

Section 6: **Dental Insurance**

The District will provide all drivers regularly scheduled to work 20 hours or more per week with single subscriber dental insurance through MESSA.

Plan details:
80/80/80
$1000 annual maximum
80% Ortho ($1300 lifetime maximum)
Two cleanings per year (July-June)

Drivers may opt to pay the additional cost to cover either two-person or family coverage.

ARTICLE 16-DISCIPLINE AND DISCHARGE

Section 1: No driver who has completed his/her probationary period shall be disciplined or discharged without just cause. Any driver called into a meeting with an employer representative who has a reasonable belief that the meeting may result in discipline has the right to the presence of a representative of his or her choice at the meeting.

Section 2: Surveillance – Video camera equipment and/or GPS systems will not be used for the purpose of monitoring or surveillance of the driver and/or evaluation of the driver's performance, except for the purpose of an investigation of an observed or reported concern or complaint. All buses are equipped with cameras and GPS systems for safety and fleet management purposes.

ARTICLE 17-GRIEVANCE PROCEDURES

Section 1: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising out of the interpretation or application 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 the terms of this Agreement.

Section 3: All signed grievances shall be submitted to the chairperson of the grievance committee and it shall be the responsibility of the grievance committee to review all grievances.

Section 4: Procedure

Step 1: An employee with a grievance shall discuss it with his/her immediate supervisor individually, together with his/her Association Representative, or through the Association Representative. This discussion must be held within five (5) calendar days (excluding holidays and those periods when school is not in session) 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 the date of the meeting to the supervisor for his/her decision. This answer must be given within five (5) working days from the date of receipt.

Step 2: If the decision of the supervisor is unacceptable to the Association, the Association may take the grievance up with the Director of Human Resources or his/her representative, provided the grievance is presented to the Director of Human Resources within five (5) working days following the supervisor's decision. The Director of Human Resources or his/her representative shall give his/her decision in writing over his/her signature within five (5) working days following presentation of the grievance by the Association.

Step 3: If the decision of the Director of Human Resources is unacceptable to the Association, the Association shall so notify the Director of Human Resources within five (5) working days following the rendering of the decision in Step 2. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the section or sections of the contract that have been violated. Such a meeting must be held within seven (7) working days from the date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

Step 4: In the event a grievance which involves the interpretation and/or application of Article 8 and/or Article 9 is not satisfactorily resolved at Step 3, within five (5) working days after receipt of the Superintendent's decision, the grievance may be transmitted to the State Labor Mediation Board for purposes of acquiring assistance of the State Labor Mediator for grievance meeting purposes. Such meeting shall be held within fifteen (15) days after request by either party.

Step 5: Grievances which have not been satisfactorily settled at Step 3, may be referred by either party to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, provided such referral is made in writing with a copy to the Human Resources Director within ten (10) working days after receipt by the union of the 3rd Step answer for such grievances. If the grievances have not been submitted to arbitration within said ten (10) working day period, they shall be considered as being resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement and shall be limited solely to the interpretation and application of the specific provisions contained herein. He shall have no authority to modify or change any salary provision established by the parties. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The arbitrator shall render his/her decision within thirty (30) days after the hearing on a grievance and the decision of the arbitrator upon the grievance, which shall have been submitted to him/her in accordance with the provisions of this Agreement, shall be in keeping with, and may be addressed procedurally and substantively as enumerated within the Michigan Arbitration Act, Public Act 371 of 2012. The expenses or fees of the arbitrator shall be shared equally by the School and the Association.

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 Step 4 and Step 5 both parties will share equally all costs submitted by the mediator or arbitrator in connection with the grievance.

d) In the administration of the grievance procedures any financial liability to the School District shall be limited to the amount of earning actually lost with deductions of all sums earned during this period. If an error is made in the calculation of a bus driver's salary the School will be liable for the shortage. If an error should be made which results in overpayment to the driver, then the bus driver shall be obligated to repay the School such liability on the bus driver and the School shall be limited to the current contract year.

ARTICLE 18-LAYOFF AND RECALL

Section 1: Layoff defined: Layoff shall be defined as a reduction in the workforce beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer.

Section 2: Layoff Notice: No bargaining unit member shall be laid off pursuant to a reduction in the workforce unless said bargaining unit member shall have been notified of layoff at least thirty (30) calendar days prior to the effective date of the layoff.

Section 3: Layoff Procedure: In the event of a reduction in workforce, the Employer shall first layoff probationary bargaining unity members in the affected classification, then the least senior bargaining unit members in the classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.

Section 4: Substitute Priority: A laid-off bargaining unit member shall, upon application at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer, during the month in which they are laid off. Bargaining unit members who are laid off would be eligible for COBRA the month following their lay-off.

Section 5: Recall: Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period. Failure to

accept the offer of recall or to report to work after accepting offer of recall results in the forfeiture of an and all recall rights.

Bargaining unit member recalled to regular work are obligated to take said work. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

ARTICLE 19-MISCELLANEOUS

Section 1: 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 pay the cost of such physical.

Section 2: Pursuant to the pupil protection laws in effect as of January, 2006, any fingerprinting, criminal records check and FBI criminal records check costs for all current bus drivers will be paid by the District.

Section 3: A driver who wishes to resign shall file a written notice of resignation with the School at least fourteen (14) days prior to the time the resignation is to become effective, except in those cases in which extenuating circumstances may require a shorter period of such notice. The Association will receive notice of all resignations.

Section 4: The negotiating committee representing the Association shall meet with School representatives at least three (3) times each year in October, January, and March to discuss items of mutual concern.

Section 5: Each driver, as a condition of continued employment, must be able to provide the School with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300, P.A. 1949 as amended.

Section 6: 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 7: All drivers must assume the daily responsibility for keeping the interior of their vehicles clean.

Section 8: Any driver interested in being a trainer may submit his/her name to the Transportation Office for consideration. If a trainer has a scheduled training commitment, they may not accept mid-day work that would conflict with the scheduled training assignment. The School has the sole responsibility for selecting trainers.

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

The parties agree that inclusion of this language is required by Section 15(7) of the Public Employment Relations Act.

Section 10: Any required commercial driver's license for public school employees required by the District to drive others as part of their job responsibilities is to be obtained and kept current by each employee, with the expense of the license to be reimbursed by the District upon presentation of a paid receipt.

Section 11: If an accident occurs and the employee disagrees with the determination of the Manager regarding an accident, they may elect to have the situation reviewed by a committee which will consist of the Manager or designee, mechanic of Managers choice and the union president. The Manager's decision will be binding.

ARTICLE 20-NEGOTIATION PROCEDURES

Section 1: If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions herein shall remain in effect so long as negotiations voluntarily continue.

Section 2: 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 District 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.

ARTICLE 21-DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in effect until midnight, June 30, 2026.

PORTAGE BUS DRIVERS' ASSOCIATION

BY _____ 7-31-24
(Date)

BY _____
(Date)

BY _____
(Date)

BY _____
(Date)

BY _____
Uniserv Director (Date)

BOARD OF EDUCATION

BY _____ 8-13-24
President (Date)

BY _____ 8.1.24
Superintendent (Date)

BY _____ 8-1-24
Director of Human Resources (Date)

LETTER OF AGREEMENT #1

between
PORTAGE PUBLIC SCHOOLS
and the
KALAMAZOO COUNTY EDUCATION ASSOCIATION/
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION, MEA/NEA

Re: 403(b)/457 Program

NOW COMES the Portage Public Schools District ("District") and the Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA ("Association"), and said parties do hereby agree to the following:

- 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.

- 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.

- 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.

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

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

- 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.

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

- 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 the Association.

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

PORTAGE PUBLIC SCHOOLS

By: _____

Date: 8-1-24

KALAMAZOO COUNTY EDUCATION ASSOCIATION/ PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION, MEA/NEA

By: _____

Date: 7-31-24