AGREEMENT BETWEEN

ALLEGAN
PUBLIC SCHOOLS

AND

TEAMSTERS Local 214 - Secretaries

STATE, COUNTY AND MUNICIPAL WORKERS

2023-2026

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ARTICLE I
PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth the wages, hours, and working conditions of employment. Both Employer and Union agree to abide by the terms and conditions set forth herein for the duration of this Agreement.

B. The Employer and Union agree that neither will discriminate against any employee because of his/her exercising those rights guaranteed by state and federal law, and both the Employer and Union agree to be bound by state and federal law as that law applies to wages, hours, and working conditions.

ARTICLE II
RECOGNITION

A. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to wages and working conditions for all full-time and regular part-time elementary and secondary building Secretaries excluding central office Secretaries, co-op student Secretaries, all substitute and temporary Secretarial employees, supervisory employees, and all other employees of the Employer.

ARTICLE III
BOARD OF EDUCATION RIGHTS

A. The Employer, on its own behalf and on behalf of its electors, 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. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to manage, direct and control the operations of the School District; to hire, evaluate, promote, transfer, lay-off, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to create new jobs; to assign employees to job classification, and to change employee classification; to direct the work force; to determine the services to be furnished and the operations to be performed, including the methods, procedures, means, and equipment required to provide such services and operations; to discontinue, combine, or reorganize operations within the School District; and to otherwise carry out the ordinary and customary functions of management, except as specifically and expressly restricted by the terms of this Agreement and applicable state and federal statutes.

B. The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary and/or desirable for the safe, effective, proper, and efficient operations of the School District.

C. It is understood and agreed that, in exercising its rights and meeting its responsibilities, the Employer acts through its administration and supervisory personnel in the administration of this Agreement.

D. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Union and opportunity for the Union to express any concerns and objections it might have.

ARTICLE IV
UNION SECURITY

A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. The Union agrees to save the Employer harmless from all legal fees, salaries, payments, or any expenses incurred in the endorsement of this Article of the Agreement.

ARTICLE V
PROBATIONARY PERIOD

A. A Secretary first beginning service with the Allegan Public Schools shall be deemed to be in a probationary period ninety (90) calendar days from and including the first day of employment. If at any time prior to the conclusion of the ninety (90) calendar day probationary period the employee's work performance is of unacceptable quality, he/she may, upon the recommendation to the Superintendent, be subject to immediate dismissal without recourse to the Grievance Procedure. Upon recommendation by the administrator or supervisor to the Superintendent, the employee's probationary period may be extended for an additional thirty (30) calendar days beyond the ninety (90) calendar day period. Calendar days are defined as days that fall within the first and last day of the school year calendar.

B. After the conclusion of a satisfactory period of probation, all matters pertaining to seniority will revert to the employee's initial day of service.

ARTICLE VI
REPRESENTATION

A. A Steward shall be selected by the Union and the School will be notified in writing of the name of the individual.

B. The Union may also elect an Alternate Steward who may function as Steward in the absences of the Steward.

C. The Union shall notify the Superintendent's office, in writing, the names of the Steward and Alternate Steward as soon as they are selected.

D. At times mutually agreed to with the supervisors of the parties involved, the Steward shall be allowed while on the Employer's property, reasonable time during working hours to present, process, and investigate grievances without loss of pay.

E. Should the exercise of this Article lead to abuse in the form of excessive lost time, the Employer shall notify the Union in writing that such abuse exists. Should no corrective action be taken by the Union within thirty (30) calendar days after notification, the Employer shall have the right to suspend the provisions of this Article and for the remainder of the contract term, grievances shall be processed and investigated during non-working hours.

F. The Union's Steward shall cooperate with the Superintendent or his designee in orientation of new employees, and specifically in making employees cognizant of the terms and conditions of this Agreement.

G. The Employer shall notify the Steward of the Union in writing of any new hires into the bargaining unit, or terminations from same, within ten (10) working days of such occurrence.

ARTICLE VII
NEGOTIATIONS PROCEDURES

A. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final Agreement between the parties may be executed without ratification by the Employer and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379, as amended.

C. The negotiation of a new Agreement shall begin upon written request of either party made no later than sixty (60) calendar days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular workday, except as the parties may mutually agree otherwise; provided, however, that if negotiations are scheduled during the regular workday, no employee-participant shall receive pay for the time spent in negotiations. If negotiations are scheduled during the regular workday, the Employer will allow adjustment in the hours scheduled for bargaining unit employees so that no employee shall lose time from his/her job while negotiating, as long as the adjustment does not interfere with the normal operation of the Employer and is as scheduled by the Employer.

ARTICLE VIII
HEALTH INSURANCE

A. The Employer will make available upon successful completion of the probationary period, the following options from which an employee may select one (1):

OPTION 1 –

The Employer will pay the amount of Hard Cap rate in place as of January 1st of each year that is designated by the State Treasurer in compliance with Section 3 of the Publicly Funded Health Insurance Contribution Act. Option 1 will be made available to all regular employees who are employed 30 hours or more a week. (Option 1 is not available if such coverage would be substantially equivalent to or would duplicate the hospitalization insurance with which the employee is already covered, it being the intention of the Board to provide necessary insurance, but also the intention of the Board that no employee shall have double coverage which has no reasonable benefit to the insured). Employees hired on or after July 1, 2006 will be eligible for employee only medical coverage, additional coverage for dependents may be purchased by the employee funding 100% of the additional cost above single person coverage. The employee may choose between plans offered through West Michigan Health Insurance Pool (WMHIP).

OPTION 2 -

For those employees not participating in Option 1, the Employer shall provide cash in lieu of health insurance benefits, not to exceed eighty-five dollars ($85) per month. The employee may choose to invest his/her cash option via payroll deduction. Secretaries who work less than 30 hours a week, on average, will not be eligible for the cash in lieu of health insurance benefits.

B. The insurance benefits for either Option 1 or Option 2 (above) will be paid by the Employer as described above for all employees who are employed by the School District at least thirty (30) hours per week and are "full school year" employees. "Full school year," for insurance purposes, are secretaries in a position that extends throughout a full nine and one-half (9 ½) months school year.

C. Regular employees who are employed less than thirty (30) hours per week will not be eligible for any of the above insurance benefits.

D. When an employee leaves the school system for any reason, his/her insurance will terminate and the employee's share of premiums withheld per the insurance policy in place at time of termination.

E. While the above benefits are available as outlined, individual employees must assume the responsibility of signing up to receive the benefits, as benefits are not automatic. Marriage, childbirth, death, or any other change in an employee's family status should be brought to the immediate attention of the business office for purposes of keeping

insurance coverage current. It is important that all employees review their benefits with the business office when accepting a position with Allegan Public Schools, when a change in the family occurs and during each annual benefit open enrollment period. If an employee does not sign up for insurance within one (1) month from the end of his/her probationary period, it will be deemed that the secretary is waiving medical insurance or cash in lieu of medical insurance and the employee must wait until the open enrollment period to sign up for the insurance benefit or cash in lieu of benefit.

F. If the Employer considers a new healthcare carrier during the contract duration, the union will be represented in consideration and discussions.

ARTICLE IX
DENTAL INSURANCE

A. The Employer will make available, upon successful completion of the probationary period, to each employee and eligible dependent dental insurance equivalent to MESSA Delta Dental Plan C, Class I, II, III (80/80/80 co-pay). The orthodontia coverage is limited to one thousand eight hundred dollars ($1,800) maximum per person lifetime coverage.

B. The Employer will provide the above insurance without cost to eligible employees. The Employer will name the specific insurance carrier.

C. Employees who are eligible for dental insurance will include all those employed as regular employees and who are assigned to work regularly at least five (5) hours per day. Employees who are employed fewer than five (5) hours per day as a regular employee are not eligible for dental insurance benefits.

D. Individual employees must assume the responsibility of signing up to receive dental benefits, as such benefits are not automatic. Marriage, childbirth, death, or any other change in the employee's family should be brought to the immediate attention of the business office for purposes of keeping insurance coverage current. Employees must sign up for dental insurance coverage during the first month of employment or during the open enrollment period each year, presently at the beginning of the school year.

E. Dental insurance benefits are subject to the following limitation and conditions:

1. Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent to or duplicate those to which spouse and/or dependent is enrolled in under any other group insurance plan. It is not the intention of the Employer to provide insurance coverage which would result in an employee having double coverage which would have no reasonable benefit to the insured.

2. The Employer's contribution for the above dental insurance shall terminate at the end of the calendar month in which the employee's employment terminated.

ARTICLE X
VISION INSURANCE

The District will provide upon successful completion of the probationary period a fully-paid vision plan equal to the plan provided to the teaching personnel (MESSA VSP-II Silver).

ARTICLE XI
PAID LEAVES OF ABSENCE/SICK LEAVE

A. Employees will be provided paid sick leave at the beginning of each contract year as follows: Twelve (12) month employees will earn twelve (12) days; eleven (11) month employees will earn eleven (11) days; less than eleven (11) month employees will earn ten (10) days; at his/her full daily rate of pay for personal illness or for serious illness of members of the employee's household. Household shall be defined as those household members making their permanent residence in the employee's home and those who are dependents as defined by the Internal Revenue Service.

B. If employment ends prior to fulfilling the entire contract year (July 1 - June 30), sick time will be prorated based upon termination date. Any used sick time that exceeds the actual earned amount will be recaptured by the employer from the employees remaining paycheck(s). Employees are unable to utilize unearned sick time beyond their last day worked.

C. Employees will accumulate sick leave or receive sick leave pay pro-rated according to the number of hours they are regularly employed.

D. The unused portion of sick leave days not used in any school year shall be cumulative. However, a maximum of two hundred (200) sick leave days may be used for "buy-out" purposes upon retirement.

E. No sick leave shall be used to increase an employee's workweek to over forty (40) hours.

F. By action of the administration, exceptions may be made for individual cases under unusual circumstances.

G. Upon retirement from the Allegan Public School, the Board of Education will pay for an employee's accumulated sick time according to the following schedule: The first one hundred (100) hours of accumulated sick time will not be considered for payment. An employee who submits their resignation from the Allegan Public Schools in writing, prior to March 1, of the school year preceding their retirement, the Board will begin the payment schedule with the 51st hour of accumulated sick time. The Board will begin the payment schedule with the one hundred first (101st) hour (or 51, if applicable) of accumulated sick time at the rate of five dollars ($5.00) per hour. This rate will continue up to 700 hundred (700) hours of accumulated sick time. Any accumulated hours over 700 will be paid at a rate of $6.00 per hour.

Example: Employee X retires from the Allegan Public Schools with three hundred eighty (380) hours of accumulated sick time. This employee can expect to receive a check for one thousand four hundred dollars ($1400.00) according to the sick leave plan.

If notice given prior to March 1:

Calculation: 380 hours accumulated sick leave time
Less: 50 hours (First 50 hours not considered for payment)
330 hours the Board will pay

330 x $5.00 = $1650.00 (Total amount due at the $5.00 rate)
330 hours = $1650.00 (Grand total according to the Plan)

If notice given after March 1:

Calculation: 380 hours accumulated sick leave time
Less: 100 hours (First 100 hours not considered for payment)
280 hours the Board will pay

280 x $5.00 = $1400.00 (Total amount due at the $5.00 rate)
280 hours = $1400.00 (Grand total according to the Plan)

ARTICLE XII
FUNERAL LEAVE

A. A maximum of five (5) days may be used as funeral leave with the fourth (4th) and fifth (5th) days deducted from accumulated sick leave for each death in the employee's family. Family, for funeral leave, shall be defined as spouse, child, step-child, mother, step-mother, father, step-father, mother-in-law, father-in-law, grandparent, grandparent-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, niece, nephew, or grandchild.

ARTICLE XIII
PERSONAL BUSINESS LEAVE

A. Employees may be granted no more than two (2) days of their accumulated sick leave to be used as personal business leave each year, without loss of pay. Arrangements for such leave must be made twenty-four (24) hours in advance (except in emergencies) with the employee's immediate supervisor. No personal business leave day shall be taken on a workday immediately before or after a holiday or student vacation period, unless a request has been submitted and permission granted by the Personnel Office. Employees may carry over unused personal business leave days, to a cumulative maximum of four (4) days that may be used in any one school year.

ARTICLE XIV
HOLIDAYS

A. The following holidays are included in the base salary:

Floating Holiday to be taken on any day of the contract year approved by the building principal or supervisor.
July 4 (eligible employees only)
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Memorial Day

B. If the holiday is observed during the week, no work shall be scheduled on that day except in an emergency.

C. In the event it is necessary for an employee to work on any of the above holidays, the employee will receive pay at time-and-one half (1 ½) the hourly rate for all hours worked in addition to their holiday pay.

ARTICLE XV
JURY LEAVE

A. Employees shall be granted time off with pay when required to serve as a juror during a regular scheduled workday. The pay of the employee shall not be interrupted. Jury duty pay received by the employee shall be remitted to the Employer.

ARTICLE XVI
UNPAID LEAVES

A. Any regular employee may be granted a leave of absence without pay or fringe benefits (except for those conditions covered by the Family and Medical Leave Act of 1993) for the following reasons:

1. Because of the physical or mental disability of the employee.

2. Requests for leave for civic responsibilities will be handled on an individual basis and will be granted or denied by the Employer, at its discretion, on the basis of the merits of each case.

3. Because of the birth or adoption of a child up to one (1) year.

4. Because of illness of a member in the immediate family or member of the household which necessitates the employee's care beyond their accumulated sick leave.

5. Any other reason approved at the discretion of the Superintendent.

B. Employees granted a leave under the aforementioned shall, at the termination of such leave, return to their former position in that classification, provided the position has not been filled on a permanent basis by another employee. The District may only permanently fill a position after the employee's leave goes beyond six (6) months. Should there be no vacancy or, if the employee's position has been eliminated, the employee shall be able to bump an employee with the least seniority, providing they are qualified as specified in Vacancies, Section C.

C. Employees who are on such leave shall retain their seniority date during the period of the leave. However, years of service shall not accrue for the purpose of increasing step(s) on the salary schedule.

D. No leave shall be granted for more than:

The employee's length of service at the time in which the leave begins
OR
Twelve months, whichever is less.

ARTICLE XVII
LAY-OFF AND RECALL

A. If the Employer determines that the number of employees is in excess of its current requirements or budget, it shall have the right to reduce the number of employees. In the event of a reduction in force or elimination of positions, the following procedure shall be applied:

1. Written notice shall be given a minimum of ten (10) working days prior to the effective date of lay-off if lay-off occurs during the work year and twenty-one (21) calendar days' notice of lay-off during school recess periods.

2. Any employee whose job has been eliminated may bump, within ten (10) working days, any less-senior employee, providing he/she has the ability to perform the work. In the event the bump occurs at the elementary school, it will be assumed that the elementary Secretary has met the qualification requirements at that level. Ability to perform the work shall be governed by a thirty (30) day working trial period while school is in session.

3. Secretaries shall be recalled in reverse order of lay-off, after the provisions of the "Vacancies" Article of the contract are applied. If recalled to a new position, ability to perform the work shall be governed by the thirty (30) day working period while school is in session.

4. The obligation to rehire an employee will terminate after a period equal to the time actually worked or twenty-four (24) months, whichever is less.

5. It is the responsibility of the laid-off employee to notify the unit and administration of any change in address and telephone number.

ARTICLE XVIII
DISCIPLINARY PROCEDURE

A. The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Disciplinary action may only be taken for criminal conduct while not on the job if the conduct damages the District's reputation, prevents the grievant from reporting to work due to incarceration, or if the employee is proved to be unsuitable for work due to the specific nature of the criminal misconduct. All disciplinary action shall be for just cause.

B. In any case where disciplinary action is taken by the Employer, the following procedure may be followed:

1. Discussion of problem
2. Oral reprimand
3. Written reprimand included in personnel file
4. Suspension without pay
5. Dismissal

Nothing in the aforementioned procedure shall prevent the Employer from taking immediate and appropriate disciplinary action, should it be required by the circumstances, with proper notice to the Union.

C. Notification within a reasonable time shall be given to the Steward prior to any disciplinary action taken against any member which may result in any official entries being added to the member's personnel file. The employee and Union shall be furnished with a copy of any entry made into the file. A notation of oral reprimand by date and subject only may be placed in the file.

D. No employee shall be requested to make any written or oral statement pertaining to any alleged misconduct without first having the opportunity of discussing it with the Union representative. The employee will have at least twenty-four (24) hours to submit any written statement.

E. Should it become necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

F. The Employer may modify a disciplinary action except that the severity of the action shall not be increased but may be lessened.

G. Upon request, an employee's official personnel file may be reviewed. Such request shall be complied with within two (2) business days. After one (1) year of

satisfactory service, no disciplinary matters appearing therein shall be used in any subsequent disciplinary action.

H. Disciplinary action which shall result in suspension or discharge of an employee shall be immediately subject to Step 3 of the Grievance Procedure.

I. Among reasons for dismissal are the following (not inclusive):
   1. Unsatisfactory or incompetent work performance or neglect of duty.
   2. Personal misconduct.
   3. Persistent violation of policies, regulations and laws.
   4. Insubordination.
   5. Chronic absenteeism or tardiness.

J. Violation of the following rules will result in immediate discharge.
   1. Use or unlawful possession of narcotics or controlled substances.
   2. Unlawful possession of a firearm or other lethal weapon on school property.
   3. Unauthorized removal of school property from the premises, theft.
   4. Willful destruction of school property.
   5. Aggressively fighting or assaulting another person on school property.
   6. Intoxication on duty. The consumption or possession of alcoholic beverages on school property is forbidden. Employees presenting themselves for work under the influence of alcohol or with the odor of alcohol on their breath will be subject to immediate discharge.

K. Any employee whose employment is terminated for any reason other than for an approved leave of absence forfeits all accrued rights, privileges, and benefits, unless overturned by arbitration and the arbitrator rules that the benefits are restored.

ARTICLE XIX
WORK LOADS AND ASSIGNMENTS

A. The primary responsibility of the Secretary shall be in the performance of secretarial or clerical duties.

B. The Employer shall take all reasonable measures to equalize work assignments and workloads.

C. The Employer recognizes the principal of a standard forty (40) hour workweek and will set work schedules and make work assignments which can reasonably be completed.

D. All work which will require a unit member to work more than a forty (40) hour work week shall be compensated at either comp time or pay at time and one-half (1½) for all hours worked beyond forty (40) hours per week. The immediate supervisors shall be notified as soon as possible when a unit member believes the workweek will exceed forty (40) hours. One of the two (2) alternatives listed above will be chosen mutually between the unit member and the immediate supervisor before the work is completed.

ARTICLE XX
INCLEMENT WEATHER

A. When schools are closed by the Superintendent because of inclement weather or other unforeseen reasons, secretarial employees need not report for work. A paid deduction for such closing shall not be made provided said employee was scheduled to work and provided the school day is not rescheduled by state law. The Secretary's immediate supervisor has the option of requesting a Secretary to report on inclement weather days. If the request is made during the first two (2) inclement weather days of the school year, the Secretary will be paid time and one-half (1 ½) for the time worked. **Example:** Regular pay = $8.00/hr., time and one-half = $12.00/hr.

Secretaries that are fifty-two (52) week employees will not be paid for that day that has to be rescheduled. However, in the event that a Secretary is called into work on a day that has to be rescheduled, she will be paid at the rate established in the contract.

ARTICLE XXI
WORKERS' COMPENSATION

A. All employees shall be covered by Workers' Compensation insurance under Michigan Workers' Compensation Law. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers' Compensation.

B. Employees who are receiving pay from Workers' Compensation for time off the job will not receive pay from Allegan Public Schools for the same period of time.

C. Employees who are injured while at work must notify their supervisor as soon as possible and make a written report of the injury. The report must be turned in to the central office within twenty-four (24) hours.

ARTICLE XXII
HOURS OF WORK

A. The normal workday and week shall be those hours authorized through the "Job Classification and Authorized Hours" sheet delivered prior to the school year.

B. Any Secretary authorized by his/her supervisor to work beyond the normal forty (40) hour week shall be compensated in overtime pay or comp time. Sick leave, or other leave, shall not be included in the calculation of the forty (40) hours. The rate of pay shall be one-and-one-half (1 ½) times the current rate. (Fifteen [15] to thirty [30] minutes constitutes one-half [½] hour of overtime work and thirty-one [31] to sixty [60] minutes constitutes one [1] hour of overtime work).

C. All Secretaries shall be entitled to a one-half (½) hour duty-free, uninterrupted, unpaid lunch period.

D. Secretaries who work over a six (6) hour day will be provided a fifteen (15) minute paid relief period in the morning and in the afternoon. Secretaries who work up to four (4) hours per day will be provided one fifteen (15) minute paid relief period.

E. Secretaries shall work with their building administrator to schedule lunch and break periods to ensure continuous coverage of front office operations.

F. Except as otherwise provided, any Secretary requested to work on a holiday or Sunday shall be compensated in overtime pay. The rate of pay shall be two (2) times the hourly rate of the particular Secretary involved according to her current rate.

G. For any less than twelve (12) month personnel, in case of a change in the reporting date of an employment year, the Employer shall endeavor to give at least two (2) weeks' notice if the date is earlier than previously set or postponed. In case of a change of terminal date of an employment year for any less than twelve (12) month personnel, the Employer shall endeavor to give at least two (2) weeks' notice if the year is to be shortened or extended. In the event of extension of the school year, either starting earlier or ending later, the Employer may, if timely notice cannot be given, resort to temporary outside help when members of the bargaining unit cannot make themselves available, such outside help to be used only for the portion of that time that the Secretary cannot be available.

ARTICLE XXIII
SENIORITY

A. Seniority for the purpose of lay-off and transfer shall be defined as continuous length of service to the Employer, from the initial day of service as a Secretary within the Allegan Public Schools. A newly hired secretary may be granted additional years of credit on the salary schedule beyond "Beginning", provided the new secretary is able to document years of successful work-related experience, and only if mutually agreed upon by the Superintendent (or his/her designee) and the Union Steward (or his/her designee). Credit for years of service given to a new employee will only impact their salary and not seniority. Absences during an approved leave shall not be considered a break in service. A break in service shall occur if an employee:

1. Resigns or quits
2. Is discharged
3. Retires or is retired
4. Takes an unauthorized leave of absence
5. Fails to return from an authorized leave of absence or from lay-off on the agreed upon date.

B. The Employer agrees to furnish an up-to-date seniority list to the Union Steward annually.

ARTICLE XXIV
GRIEVANCE PROCEDURE

A. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure

herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

B. For the purpose of the Agreement, a "grievance" is defined as an alleged violation of the expressed terms and conditions of the contract. As used in this Article, the term "Secretary" shall mean, also, a group of Secretaries having the same grievance. Should any such grievance arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1:
By conference between the aggrieved employee, the Steward, or both, and the immediate supervisor and/or his or her building principal or division head.

STEP 2:
If the grievance is not settled at Step 1, the employee may, within ten (10) business days of the date the grievance is alleged to have occurred, reduce the problem to writing, on the regular grievance form provided by the Local Union, for filing with the Union Steward and the immediate supervisor and/or building principal or division head. Within ten (10) business days of said filing, the supervisor and/or the building principal or department head shall meet with the aggrieved and the Steward and render within seven (7) business days from that date his/her decision in writing. The written grievance shall include:

1. Identification of the grievant.
2. The facts upon which the grievance is based.
3. The applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.
4. The specific relief requested.
5. The date and time of the alleged grievance.
6. The date on which the grievance is being filed.
7. The signature of the grievant.

STEP 3:
If the grievance is not settled at Step 2, the Union may, within fourteen (14) business days of the response of the supervisor (or fourteen [14] business days after the response is due if the supervisor does not respond) appeal to the Superintendent. Within fourteen (14) business days of receipt of appeal, the Superintendent will meet with the aggrieved and/or the Steward and a representative from the Local Union and within ten (10) business days thereafter issue a decision.

STEP 4:
In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation within ten (10) business days.

C. If the grievance has not been settled in the 4th Step, the parties, or either party, may request such grievance go to arbitration provided such request is made within

forty-five (45) business days after the mediation step is concluded. When either party wishes to proceed to arbitration, the parties shall attempt to select a mutually acceptable arbitrator within ten (10) business days. Should the parties be unable to agree on a selection, they shall submit the matter to the American Arbitration Association for the selection of an arbitrator. The arbitrator shall have no power of authority to alter, amend, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

D. In the event that a grievance is upheld as a result of arbitration, no claim for back pay or other benefits based thereof shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

E. Any grievance not appealed from Step 3 within fourteen (14) business days shall be deemed not settled on the basis of the earlier response. This and all other time limits, however, may be extended by mutual consent of the parties.

F. The Grievance Procedure shall not apply to:

1. A grievance by an employee who desires to assert his/her right to present such grievance to the Employer and have it adjusted without interference of the Union, provided that the adjustment is not inconsistent with the terms of the Agreement. A copy of any adjusted grievance under this paragraph, at the Superintendent level or above, will be forwarded to the Union President.

2. Any provision of the Agreement which contains an express exclusive from the procedure.

G. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance that is not answered in the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn, except at Step 4, the time constraints shall be in effect.

H. All grievances, replies, and requests shall be in writing. The grievant shall be present in all meetings between the parties during the Grievance Procedure.

I. All proceedings in the Grievance Procedure process shall be held on the Employer's premises.

J. Before a grievance can advance to the arbitration step, it must be approved by the Grievance Panel.

ARTICLE XXV
VACANCIES

A. Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. When qualifications are equal, seniority from the initial day of service shall be the determining factor.

B. The District will notify the Steward of job openings prior to employees being notified of the position and the position being posted. To be considered, Secretaries who are interested in a posted vacancy shall apply within five (5) business days of the posting, except during the summer months for which ten (10) business days will be allowed.

C. The Secretary appointed or transferred shall be granted a thirty (30) working day trial period within the school year to determine her ability to perform the job. During the thirty (30) working day trial period the Secretary shall have the opportunity to revert back to her former position or if the Secretary is unsatisfactory, the Employer shall apprise the Secretary of the reasons for such reversion. If more than one (1) bargaining unit member applies for transfer to the same vacancy, the individual or individuals not to be selected shall be notified and given the opportunity for a hearing before the Superintendent prior to finalization of the transfer.

ARTICLE XXVI
GENERAL PROVISIONS

A. If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect. If any provision of this Agreement is found to be contrary to law and is therefore invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

B. The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules, and rules and regulations of the Employer are complied with, and that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slowdown, strike, (or other interference with the day-to-day operations of the Employer). The Employer shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

C. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement, except upon the voluntary prior written consent of both the contracting parties, provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs, or entering into other Agreements which are not contrary to the expressed terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

D. The Employer agrees to furnish a copy of this Agreement to each individual employee in the bargaining unit during the term of this Agreement.

E. This Agreement shall become effective upon ratification by a majority of the Board of Education of Allegan Public Schools and the membership of the local bargaining unit, and shall continue in effect through June 30, 2026, at which time it will terminate.

F. The parties recognize the Employer's obligation to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques, and procedures as it deems necessary.

G. The Employer and Union 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 understanding and agreements arrived at by the Employer and Union after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that the Agreement was negotiated.

H. Special conferences will be arranged between the parties upon the request of either party. The purpose of special conferences shall be to discuss matters of concern to either party. Special conferences shall be held within ten (10) working days of either party's request for said conference.

I. This Agreement shall supersede any rules, regulations, or practices of the school which shall be contrary to or inconsistent with its terms.

J. If any provisions of this Article are invalid under federal law or laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal, state, and city law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

K. The Union and its members may use the Employer's building facilities at reasonable times and hours for meetings, when such buildings are available and staff is on duty. The request for building use must be made to the building administrator. The Union and its members may make reasonable use of Employer's equipment, so long as such use does not interfere with the operation of the Employer. The Union may post notices on any bulletin board ordinarily designated for Union use.

L. The Employer shall grant family leave to employees in accordance with the Family and Medical Leave Act of 1993. It is understood and agreed that the Employer reserves all rights and powers granted to employers under that legislation and

applicable regulations and this Agreement shall not be construed as limiting or restricting those rights.

ARTICLE XXVII
SECRETARIES SALARY SCHEDULE

July 1, 2023

	2023-2024		2024-2025		2025-2026	
Step	Class I	Class II	Class I	Class II	Class I	Class II
Beginning	$15.00	$15.00	$15.25	$15.25	$15.50	$15.50
1 Year	$16.25	$15.75	$16.50	$16.00	$16.75	$16.25
2 Years	$17.00	$16.50	$17.25	$16.75	$17.50	$17.00
3 Years	$17.75	$17.25	$18.00	$17.50	$18.25	$17.75
4 Years	$18.25	$17.75	$18.50	$18.00	$18.75	$18.25
5 Years	$18.50	$18.00	$18.75	$18.25	$19.00	$18.50
6 Years	$18.75	$18.25	$19.00	$18.50	$19.25	$18.75
7 Years	$19.00	$18.50	$19.25	$18.75	$19.50	$19.00
8 Years	$19.25	$18.75	$19.50	$19.00	$19.75	$19.25
9 Years	$19.50	$19.00	$19.75	$19.25	$20.00	$19.50
10 Years	$19.75	$19.25	$20.00	$19.50	$20.25	$19.75
11 Years	$20.00	$19.50	$20.25	$19.75	$20.50	$20.00
12-13 Years	$20.25	$19.75	$20.50	$20.00	$20.75	$20.25
14-15 Years	$20.50	$20.00	$20.75	$20.25	$21.00	$20.50
16-17 Years	$21.00	$20.50	$21.00	$20.50	$21.25	$20.75
18-19 Years	$21.25	$20.75	$21.25	$20.75	$21.50	$21.00
20-24 Years	$22.00	$21.50	$22.25	$21.75	$22.50	$22.00
25+ Years	$22.25	$22.00	$22.50	$22.25	$22.75	$22.50

A. All secretaries will have their pay calculated to an annualized amount and paid out bi-monthly, on the 5th and 20th of each month, for a total of 24 pays annually. If the payday falls on a weekend or federal holiday, the payday will be on the first business day immediately following. The first pay of each contract year will begin with the August 20th pay and end with the August 5th pay.

B. For the 2023-2024 fiscal year, secretaries previously annualized on a July to June schedule who are moving to an August 20 to August 5 pay schedule, will have their 2023-2024 annualized salary spread out over twenty-seven (27) paydays so that

affected secretaries will continue to receive pay during the transition period from a July 1 to August 20 pay calendar start date.

C. Less than full-year employees will have their annualized salary prorated on the portion of the year and/or days worked by the employee.

D. If the 2023-2024 blended student count is greater than or equal to 2193 and the 2022-2023 fiscal year general fund equity is greater than or equal to 13%, then the base on the 2023-2024 secretary salary schedule will be increased by $.25 at all steps. Subsequently, the 2024-2025 and the 2025-2026 salary schedule increases will be based upon the new, triggered 2023-2024 salary schedule at $.25 per step per year.

E. Any Secretary hired prior to July 1, 1995 who bids on and is awarded a transfer to another position within the bargaining unit shall not suffer any loss of pay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the 1st day of July 2023.

EMPLOYER:
ALLEGAN PUBLIC SCHOOLS
COUNTY OF ALLEGAN
ALLEGAN, MICHIGAN

BY: _____

ITS: Superintendent

UNION:
LOCAL 214
TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS

BY: Marty Bingaman

ITS: Business Agent-(7-5-23)

BY: _____

ITS: Steward