AGREEMENT
Between

ALLEGAN
PUBLIC SCHOOLS

AND

Teamsters Local 214 - Paraprofessionals
State, County, and Municipal Workers

July 1, 2023 – June 30, 2026

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AGREEMENT

This Agreement is entered into this first day of July, 2020 between Allegan Public Schools, hereinafter referred to as the "Board" or the "Employer," and the International Brotherhood of Teamsters, Local 214, hereinafter referred to as the "Union."

PURPOSE

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

1.2 The Employer and the 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

1.3 For purposes of this contract all designation of days shall be workdays unless otherwise noted.

MANAGEMENT RIGHTS

2.1 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, layoff, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase and decrease its size; to assign work and working hours; 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 terms of this Agreement and applicable state and federal statutes.

2.2 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.

2.3 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.

RECOGNITION

3.1 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 part-time Paraprofessionals, excluding all supervisory employees and all other employees of the Employer.

UNION SECURITY

4.1 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.

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

PROBATIONARY PERIOD

5.1 A Paraprofessional first beginning service with the Allegan Public Schools shall be deemed to be in a probationary period ninety (90) **calendar** days taken from and including the first day of employment as a Paraprofessional. 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) 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.

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

5.3 Employees who retire, and then return to work which is covered by this Agreement at the District, shall not be required to serve another probationary period; however, they will be required to restart their seniority upon rehire. Their pay rate shall remain the same as before retirement.

REPRESENTATION

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

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

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

6.4 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.

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

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

NEGOTIATION PROCEDURES

7.1 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.

7.2 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.

7.3 The negotiation of a new Agreement shall begin upon written request of either party made not earlier than sixty (60) 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. 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.

INSURANCE

8.1 After successful completion of the probationary period, all members of the unit shall be eligible for medical, dental, and vision insurance, as follows:

MEDICAL- The Employer will pay the amount of Hard Cap rate in place as of January 1st of each year, as designated by the State Treasurer in compliance with Section 3 of the Publicly Funded Health Insurance Contribution Act, toward the total cost of health insurance coverage including deductibles. The employee may choose between plans offered through West Michigan Health Insurance Pool (WMHIP) for the school year. Medical insurance will be made available to all regular employees who are employed 30 hours or more a week. If a paraprofessional averages less than thirty (30) hours per week, the paraprofessional is not eligible for medical insurance. Medical insurance 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. Employees hired prior to July 1, 2006 will be eligible for employee only or two-person health insurance coverage. Additional coverage for dependents may be purchased by the employee funding 100% of the additional cost above single person or two-person coverage (whichever is applicable). Employees who average less than 40 hours per week, will have the District's Hard Cap contribution prorated based on the hours per week regularly assigned, i.e., if an employee works thirty (30) hours/week, the Board will pay 30/40 or .75 X Hard Cap rate X 12 months annually.

DENTAL-Equivalent to Delta Dental Plan D, Class I and II, 80/80 (employee pays 20% of all bills). The district will cover 100% of the premium for all paraprofessionals who average thirty (30) working hours per week.

VISION-Equivalent to MESSA VSP II Silver. The District will cover 100% of the premium for all paraprofessionals who average thirty (30) working hours per week.

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

8.3 For those employees hired prior to July 1, 2006, scheduled on average thirty (30) hours per week or more from September through May, and are not participating in the healthcare coverage, the District will provide cash in lieu of health insurance benefits. This cash payment shall be provided in the amount of one hundred dollars ($100) per month. The benefit payment will be subject to applicable state and federal taxes and retirement contributions. The employee may choose to invest his/her cash option via payroll deduction.

8.4 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 upon the completion of their probationary period, it will be assumed by the District that the employee is waiving the insurance benefits, and the employee must wait until the annual open enrollment period to sign up for the insurance benefit or cash in lieu of benefit.

8.5 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 have no reasonable benefit to the insured.

2. The Employer will provide the above insurance as outlined above to eligible employees, reserving the right to name the specific insurance carrier.

3. Notwithstanding any other provision of the Agreement, employees shall be allowed to buy at the group rate any of the above benefits not provided for by the Employer. Any premium for insurance paid by the employee shall be provided to the District on or before the fifteenth (15th) day of the previous month. If not, the coverage shall be terminated on the last day of the current month.

PAID LEAVE OF ABSENCE

SICK LEAVE

9.1 When absences or leaves occur, the Paraprofessional will report the absence as early as possible.

9.2 At the beginning of each school year, paraprofessionals will be provided ten days of sick leave time (recorded in hours of his/her scheduled work day). Sick leave may be used for personal illness or care of family members.Family members shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, grandchild, niece, nephew, foster child, and step-family members of the aforementioned.

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

9.4 The unused portion of sick leave days not used in any school year shall be cumulative to no more than one hundred eighty (180) sick leave days.

9.5 If employment ends prior to fulfilling the entire contract year (July 1 - June 30), sick time will be prorated based upon the 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.

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

9.7 The Employer shall have the right to have an employee examined by a physician of the employee's choice at the Employer's expense in those cases where an employee's physical or mental state is reasonably in question

9.8 When the Employer has reason to suspect the employee is abusing the sick leave, the Employer reserves the right to require a medical certificate or other appropriate verification of the reason for absence under this Section.

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

9.10 Upon retirement from the Allegan Public Schools, 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 sick time will not be considered for payment. The Board will begin the payment schedule with the one hundred first (101st) hour of accumulated sick time at a rate of five dollars ($5.00) per hour. This rate will continue up to seven hundred (700) hours. Any accumulated hours over seven hundred (700), the rate will be six dollars ($6.00) per hour.

EXAMPLE:
Employee X retires from the Allegan Public Schools with six hundred fifty (650) hours of accumulated sick time. This employee can expect to receive a check for two thousand seven hundred fifty dollars ($2750.00) according to the sick leave plan.

Calculation: 650 hours accumulated sick time
Less: 100 hours (First 100 hours not considered for payment)
550 hours the Board will pay

550 x $5.00 = $2,750.00 (Total amount due at $5.00 rate)
550 hours = $2,750.00 (Grand total according to plan

FUNERAL LEAVE

10.1 Unit members shall be afforded three (3) paid funeral days per family member as defined in this Section. Two (2) additional paid funeral leave days per year shall be afforded unit members, to be deducted from sick leave for a member of the family. Family, for funeral leave, shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, grandchild, niece, nephew, foster child and step-family members of the aforementioned.

PERSONAL LEAVE

11.1 Employees may be granted no more than two (2) days of their accumulated sick leave to be used as personal leave each year, without a 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 leave day shall be taken on a workday immediately before or after a recess period unless a request has been submitted and permission granted by the employee's immediate supervisor. Employees may carry over unused personal days to the following school year to a cumulative maximum of four (4) personal days that may be used in any one school year. No more than two (2) personal days may be taken consecutively at any time.

HOLIDAY

12.1 The following days are to be reimbursed as paid holidays to eligible paraprofessionals as defined in 13.2:

Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
The Friday that falls within Spring Break
Memorial Day

12.2 To be eligible for holiday pay, the employee must:

1. Have been employed thirty (30) calendar days prior to the holiday and;
2. Have worked the scheduled workday before and after the holiday, unless the employee is on an approved sick or funeral leave.
3. An employee will not receive holiday pay if the employee is on an approved leave of absence during, immediately before, or immediately after the holiday.

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

12.4 If the holiday is observed during the weekend, either Friday or Monday will be scheduled as the holiday.

12.5 In the event it is necessary for an employee to work on any of the above holidays, the employee will receive two (2) **times the** hourly rate for all hours worked in addition to his/her holiday pay.

JURY DUTY

13.1 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.

UNPAID LEAVE

14.1 Any regular employee may be granted a leave of absence without pay or fringe benefits by the Superintendent.

14.2 Employees granted an unpaid leave in excess of thirty (30) calendar days may, at the termination of such leave, return to the least-senior position with equivalent hours. 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.

14.3 Employees who are on such leave in excess of thirty (30) calendar days shall not accumulate seniority during such leave nor shall they lose seniority already earned.

14.4 No leave shall be granted for more than (1) the employee's length of service at the time in which the leave begins or (2) twelve months, whichever is less.

LAYOFF, BUMPING, AND RECALL

15.1 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 positions or hours scheduled for a position. In the event such elimination of position creates a reduction in the workforce or a reduction of hours equivalent to one-fourth (1/4) of the employee's regularly scheduled workday, the following procedure shall apply:

1. 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 positions or hours scheduled for a position. In the event such elimination of position creates a reduction in the workforce or a reduction of hours equivalent to 25% of the employee's regularly scheduled workday, the employee whose position has been eliminated or reduced by 25% or more will have the right to bump the least senior employee with equivalent or closest amount of hours whether more or less.

2. Any employee whose position has been eliminated may have the option of accepting lay-off, exercising the right to bump as provided above, or accepting the lay-off and having his/her name placed on the substitute Paraprofessional list that is used to call in the event of the absence of a paraprofessional.

3. Paraprofessionals shall be recalled in the inverse order of lay-off.

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.

DISCIPLINARY PROCEDURE

16.1 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.

16.2 In any case where disciplinary action is taken by the Employer, the following procedure will be followed:

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

16.3 Among the reasons for discipline, up to and including discharge, 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.

16.4 Violations of the following rules will result in immediate discharge:

1. Unlawful possession of narcotics or controlled substance.
2. Unlawful possession of a firearm or other lethal weapon on school property.
3. Unauthorized removal of school property from the premises, or 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 beverage 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.

16.5 Notification within a reasonable time shall be given to the Steward prior to any disciplinary action taken against any bargaining unit employee which may result in any official entries being added to the employee's personnel file. The employee and the 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.

16.6 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 forty-eight (48) hours to submit any written statement.

16.7 Upon request, an employee's official personnel file may be reviewed. Such request shall be complied with within two (2) days. After two (2) years of satisfactory service, no disciplinary matters appearing therein shall be used in any subsequent disciplinary action.

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

16.9 Any employee whose employment is terminated for any reason other than for an approved leave of absence forfeits all accrued rights, privileges, and benefits.

INCLEMENT WEATHER

17.1 Employees are not required by the District to work on days in which school is closed due to Inclement Weather or Acts of God. On days closed for Inclement Weather or Acts of God and counted for purposes of state aid, regular employees will receive their compensation for the allotted state aid days. Pay for Inclement Weather/Act of God days shall only be made if the employee is otherwise scheduled to work that day. When schools are delayed for Inclement Weather or Acts of God, employees will receive compensation for the scheduled time missed due to the delay.

WORKERS' COMPENSATION

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

18.2 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 of the incident.

HOURS OF WORK

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

19.2 An employee authorized to work beyond a forty (40) hour workweek shall be compensated in overtime pay at one and one-half (1 ½) times the employee's current hourly rate.

19.3 Paraprofessionals who work a minimum of five (5) hours a day will be provided a fifteen (15) minute paid relief period in the morning and in the afternoon. Paraprofessionals who work up to five (5) hours per day will be provided one fifteen (15) minute paid relief period. Building Administrators shall set schedules to include relief and lunch periods

19.4 Any employee requested to work on a holiday or Sunday shall be compensated in overtime. The rate of pay shall be two (2) times the hourly rate of the particular employee involved according to his/her current rate.

19.5 All Paraprofessionals shall be allowed one (1) unpaid lunch period of thirty (30) minutes each work day.

19.6 Paraprofessionals requested to attend school sponsored staff development activities during school hours other than their normally scheduled work hours will be paid at a rate equivalent to the employee's current hourly rate.

SENIORITY

20.1 Seniority for purposes of layoff and transfer shall be defined as a continuous length of service as a Paraprofessional to the Employer. 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.
4. Takes an approved leave of absence for reasons other than medical for more than thirty (30) calendar days.
5. Fails to return from an authorized leave of absence or from layoff on the agreed upon date.

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

GRIEVANCE PROCEDURE

21.1 It is mutually agreed that all grievances, disputes, or complaints arising under and during the the terms 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.

21.2 For purposes of the Agreement, a "grievance" is defined as an alleged violation of the expressed terms and conditions of this contract. As used in this Article, the term "Paraprofessional" shall

also mean a group of Paraprofessionals 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 promptly settle said grievance through the following steps:

STEP ONE:

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

STEP TWO:

If the grievance is not settled at Step One, the employee may, within ten (10) days of such conference, 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) days of said filing, the supervisor and/or building principal or division head shall meet with the aggrieved and the Steward and render a written decision within seven (7) days of the meeting.

STEP THREE:

If the grievance is not settled at Step Two, the Union may, within fourteen (14) days of the written answer or fourteen (14) days after the response was due if no written answer is received, advance the grievance to the Superintendent.

STEP FOUR:

In the event the grievance is not satisfactorily settled at Step Three, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation within ten (10) working days of the Step Three answer or the date on which the grievance should have been answered at Step three.

21.3 If the grievance isn't settled through mediation, the Union will present the grievance to the Teamsters Local 214 Grievance Panel for review and consideration for arbitration. If the Union Grievance Panel determines the grievance is arbitrable, it shall notify the Employer of such decision within ten (10) days of the Panel's decision and file for arbitration accordingly.

Within ten (10) days of receipt of a panel of arbitrators, the parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on a selection, they will submit the matter to the Federal Mediation and Conciliation Services for the selection of an arbitrator.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement, and both parties agree to be bound by the award of the arbitrator.

The cost 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.

VACANCIES

22.1 Vacancies within the bargaining unit shall be filled as follows:

1. Each August, prior to the start of school, a bid meeting for the purpose of assignments for the upcoming school year shall take place. Those positions which are open or significantly changed from the prior school year shall be up for bid. The District will notify affected employees if a job is expected to change from the last year to the prospective year. Exception: Any one-on-one assignment that increases from part-time to full-time because of the age of the child shall not be rebid.

2. The District will notify all employees of vacancies and newly-created positions within the bargaining unit. To be considered, Paraprofessionals 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.

3. Paraprofessionals shall have the right to bid on and be awarded vacancies based on their seniority and qualifications.

4. The Paraprofessional appointed to the position shall be granted a thirty (30) working day trial period within the school year to determine his/her ability to perform the job. In the event it is determined that he/she does not have the ability to perform the job, or he/she does not wish to stay in the position within that thirty (30) day trial period, he/she shall transfer back to his/her former position.

5. In the event the Paraprofessional transfers back to his/her former position as provided for in 3 above, the position will be posted again as provided for in 1 and 2 above.

22.2 Posting shall include, but not be limited to, the following information:

1. Building assignment
2. Start and stop time.
3. Special needs.

22.3 Additional information will be provided to any applicant as requested. (For example, the age of child, school grade, etc.)

22.4 Temporary vacancies shall not exceed seventy-five (75) calendar days. In the event a vacancy could exceed seventy-five (75) calendar days, the parties may mutually agree to extend such limits.

GENERAL PROVISIONS

23.1 **Mileage**. Employees required by the Employer to use his/her motor vehicle in school business will be reimbursed at the prevailing per mile School District rate, provided that a mileage record is submitted to the Employer at the end of each semester and in accordance with the procedures established by the Employer.

23.2 **Hold Harmless.** The Employer will hold harmless all paraprofessionals from any criminal action or for civil damages as a result of carrying out their duties and responsibilities as instructed by the Employer. In the event the Paraprofessional brings harm to a student outside of his/her responsibilities and in direct conflict with instructions by the Employer which results in any criminal action or for civil damages, this clause will not apply.

23.3 **Special Qualification Incentive.** A unit member, who possesses special skills and/or qualifications (i.e., language translator, signing, or other special skills as determined by the administration) that are necessary to perform a specific bargaining unit position shall be afforded seventy-five cents ($.75) per hour additional pay in recognition of such skills.

23.4 **Lead Paraprofessional's.** Employees serving as "Title I Lead Paraprofessional's" will receive an additional $1.25 per hour.

23.5 **Subcontracting.** The Employer agrees not to subcontract out services provided in these positions if such subcontracting would create a layoff of bargaining unit employees.

23.6 **Special Conferences.** 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.

23.7 **Legalities.** If any provision 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 invalid provision.

23.8 **Use of Facilities.** 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.

23.9 **Use of Equipment.** The Union and its members may make reasonable use of the Employer's equipment for work purposes only, so long as such use does not interfere with the operation of the Employer.

23.10 **Bulletin Boards.** The Employer will designate bulletin boards on which the Union can post notices. The Employer will advise each bargaining unit member of the locations of the designated boards.

23.11 **Orientation.** In the event vacancies occur or positions are eliminated or reduced in hours, the Employer will meet with the Paraprofessionals prior to the beginning of school to review assignments and bid on any vacancies. It is understood that all Paraprofessionals returning to school after summer recess will retain their former assignment and position if such assignment has not been eliminated.

23.12 **Drug Testing.** It is agreed between the parties that a drug testing policy will be implemented but will not apply to this bargaining unit until all other employee groups agree to said policy.

23.13 **Effective Date and Duration of Agreement.** The 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.

23.14 **Vacation.** As of the 1997-1998 school year, all language involving vacations and vacation benefits has been eliminated and benefits from vacations have been rolled over into salary agreements.

SALARY SCHEDULE

	2023-2024	2024-2025	2025-2026
Beginning	$13.50	$13.75	$14.00
After 1 year	$14.00	$14.25	$14.50
After 2 years	$14.50	$14.75	$15.00
After 3 years	$15.00	$15.25	$15.50
After 4 years	$15.50	$15.75	$16.00
After 5 years	$15.75	$16.00	$16.25
After 6 years	$16.00	$16.25	$16.50
After 7 years	$16.25	$16.50	$16.75
After 8 years	$16.50	$16.75	$17.00
After 9 years	$16.75	$17.00	$17.25
After 10 years	$17.00	$17.25	$17.50
After 11 years	$17.00	$17.25	$17.50
After 12 years	$17.25	$17.50	$17.75
After 13 years	$17.25	$17.50	$17.75
After 14 years	$17.50	$17.75	$18.00
After 15 years	$17.50	$17.75	$18.00
After 16 years	$17.75	$18.00	$18.25
After 17 years	$17.75	$18.00	$18.25
After 18 years	$18.00	$18.25	$18.50
After 19 years	$18.00	$18.25	$18.50
After 20 yrs.	$18.25	$18.50	$18.75
After 21 yrs.	$18.25	$18.50	$18.75
After 23 yrs.	$18.50	$18.75	$19.00
After 25 yrs.	$18.75	$19.00	$19.25
After 27 yrs.	$19.00	$19.25	$19.50
After 29 yrs.	$19.00	$19.25	$19.50

1. All wage increases shall take effect on the first (1st) day of the academic calendar year.

2. New employees will be granted up to seven (7) years of credit on the salary schedule based on related experience and proof of experience (preferably experience in a school system). In certain circumstances, additional years of service may be granted if mutually agreed upon between the district and union steward. Credit for years of service given to new employees will only impact their salary and not seniority.

3. Special Qualification Incentive. A unit member, who possesses special skills and/or qualifications (i.e., language translator, signing, or other special skills as determined by the administration) that are necessary to perform a specific bargaining unit position shall be afforded seventy-five cents ($.75) per hour additional pay in recognition of such skills.

4. 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.

THIS AGREEMENT was executed by the parties, effective the 1st day of July, 2023.

Written notice of the intent to re-open negotiations shall be provided to the other party at least sixty (60) days prior to the expiration of the contract.

ALLEGAN PUBLIC SCHOOLS

Superintendent

8/14/2023

Date Signed

TEAMSTERS, STATE, COUNTY MUNICIPAL WORKERS, LOCAL 214

Union Steward

08/29/2023

Date Signed

Business Agent

8/23/23

Date Signed