

LABOR AGREEMENT  
Between

Allegan Public Schools

AND

Allegan Public School Custodial Association



2019 - 2022

## TABLE OF CONTENTS

Article I – Purpose and Intent.....	1
Article II – Recognition.....	1
Article III – Management Rights.....	1
Article IV – Representation.....	1
Article V – Seniority.....	2
Article VI – Employee Work Schedules, Duties, and Procedures.....	3
Article VII – Vacancies, Job Openings, and Transfers.....	3
Article VIII – Lay-off and Recall.....	4
Article IX – Bereavement .....	5
Article X – Military Leave.....	5
Article XI – Leave of Absence.....	6
Article XII – Jury Duty.....	6
Article XIII – Notification of Absence and Call-In Time.....	6
Article XIV – Paid Holidays.....	6
Article XV – Paid Time Off (PTO).....	7
Article XVI – Safety and Health.....	8
Article XVII – Inclement Weather.....	8
Article XVIII – Mileage Reimbursement.....	8
Article XIX – Employee Conduct and Discipline.....	9
Article XX – Workers’ Compensation.....	10
Article XXI – General Provisions.....	10
Article XXII – Grievance Procedure.....	11
Article XXIII – Insurance.....	13
Article XXIV – Salary Schedule.....	15
Article XXV – Negotiation Understanding.....	16
Article XXVI – Duration.....	16

*The Allegan Public School District’s Board of Education complies with all Federal laws and regulations prohibiting discrimination on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap.*

**ARTICLE I**  
**Purpose and Intent**

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

**ARTICLE II**  
**Recognition**

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all custodians, but expressly excluding supervisory personnel, and maintenance employees, and all other employees of the Employer.

**ARTICLE III**  
**Management Rights**

- 3.1** 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, lay-off, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase or 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 operation; 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.
- 3.2** 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.
- 3.3** 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.

**ARTICLE IV**  
**Representation**

- 4.1** All custodians are covered by this Agreement and shall be represented by the Association.
- 4.2** Nothing herein contained shall abridge the right of any individual to process his/her own grievance without interference of the association, provided that the individual so notifies the association and employer in writing of such intent. The Association may have a representative present at all discussions of the grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement.

- 4.3 Any employee participating in a grievance hearing or contract negotiations during his/her working hours on behalf of the Association with a representative of the employer shall be released from his/her regular duties without loss of pay.

## **ARTICLE V**

### **Seniority**

- 5.1 Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular custodial or maintenance employee at the instruction of the Employer since when he/she has not quit or been discharged.
- 5.2 All new employees shall be probationary employees until they have worked sixty (60) work days. There shall be no seniority for probationary employees, such employees may be laid off, suspended, or discharged at the sole discretion of the Employer without regard to length of service and without recourse to the terms of this Agreement. A substitute or temporary employee who works in the same assignment for an absent regular employee for a period of thirty (30) consecutive work days or more may have those work days as a substitute counted toward his/her seniority if hired as a regular custodial employee. Written notice of new hires and probation dates shall be provided to the Association Representative by the Human Resources Department within five (5) days of a new hire.
- 5.3 Upon satisfactorily completing his/her probationary period, the employee's name shall appear on the seniority list as of his/her most recent date of hire as a regular employee within the association (except that the additional time worked as a substitute or temporary employee as indicated in 5.2 above may be added as time earned toward seniority).
- 5.4 An up-to-date seniority list shall be prepared by the Employer and forwarded to the association president within fifteen (15) days after the execution of this Agreement. Revised seniority lists shall be forwarded to the association president, upon request or when there has been a change in the seniority list.
- 5.5 When the seniority list is initially prepared or thereafter revised, if two or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by first letters of their last names. If two or more employees have the same last name, the same procedure shall be followed in respect to their first names.
- 5.6 Seniority shall be lost when an employee:
- a. Quits, retires or is retired.
  - b. Is discharged and the discharge is not reversed.
  - c. Is laid off for a continuous period in excess of eighteen (18) months.
  - d. Takes an authorized leave of absence, and fails to return from an authorized leave of absence on the agreed-upon date (unless such failure is due to circumstances beyond the employee's control and the employee promptly notifies the Employer of the legitimate reason for such failure).
  - e. Is on a leave of absence for illness, injury, or disability (paid or unpaid) in excess of eighteen (18) months.

5.7 Employees hired by the Employer as temporary employees or substitute employees shall not earn time toward seniority except as provided in Section 5.2. The Employer may hire temporary or substitute employees to fill a position of a regular association employee when that regular bargaining unit employee is absent from work and no bargaining unit member on lay-off will accept a work assignment.

**ARTICLE VI**  
**Employee Work Schedules, Duties, and Procedures**

6.1 Hourly employees are required to report the time worked by clocking in and clocking out. Each employee will:

- a. Clock In/Out daily for each day worked during each pay period. Each employee will clock in at arrival and clock out at the close of day. Employees will clock in/out during their lunch break or during their normal work day if they leave the building or their assigned duties.

6.2 Employees will be paid according to assigned job classification and years of experience as indicated elsewhere in this Agreement.

6.3 All hourly employees will work the hours they are scheduled or assigned to work unless given prior authorization to work different hours.

6.4 Hourly employees shall be entitled to receive overtime compensation at the rate of one-and-one-half times the regular rate of pay for authorized hours worked in excess of forty (40) hours during a work week and/or over eight (8) hours in one day. Overtime shall not be paid unless expressly required by applicable laws or regulations, or as expressly required in other portions of this Agreement. Overtime work will be as scheduled by the Employer and, except in case of emergency, must be authorized by the Employer in advance.

6.5 The general duties of each employee shall include those activities within the employee's work classification and those activities which are assigned by the Employer.

6.6 Employee shall not be scheduled less than eight (8) hours off between shifts unless the employee volunteers.

**ARTICLE VII**  
**Vacancies, Job Openings, and Transfers**

7.1 An email notification will be sent to notify the association president of all vacancies and newly-created positions within the association. Such vacancies or newly-created positions shall not be filled for a period of five (5) working days after the posting notices have been forwarded to the association president.

7.2 When a job opening is not filled by an employee within the association, the Employer shall have the right to employ a new hire.

7.3 The Employer may establish, modify, or eliminate existing classifications or positions, in such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed at reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same

classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the association within thirty (30) calendar days after the establishment of any new or substantially changed classification. The pay rate when established shall be retroactive.

- 7.4 Nothing herein shall limit the right of an Employer to transfer or promote an employee. As long as positions are available, the transfer of a full-time employee will be to a full time position and the transfer of a part-time employee will be to a part-time position.
- 7.5 Any employee in the association may bid on a job opening by notifying the Employer in writing within the five (5) work day posting period. In making a transfer or assignment change within the association, the Employer will fill the position with the employee who has bid for the posting and who is qualified for the position as determined by the Employer. An employee, to be eligible for a position must have performed satisfactorily in his/her present classification or position and must be qualified to perform the duties of the new classification or position. The decision in making a transfer or assignment change is the responsibility of the Employer.
- 7.6 A. The successful regular employee applicant for a job opening or vacancy shall be granted a trial period of thirty (30) work days, provided, that the Employer may terminate the trial period early after consultation with the Association if the employee demonstrates a clear lack of ability to learn or perform the job, or where safety and health are involved. During the trial period, the employee shall be entitled to receive the rate of pay designated for the new classification or position. If, during the thirty-day trial period, the employee does not qualify for the position or requests that he/she be returned to his/her previous position, the employee shall be returned to his/her previous position and salary schedule without loss of seniority.
- B. If after the trial period, the employee does not qualify or chooses to return to their previous position, the vacancy will be offered to an employee who is qualified and bids on the vacancy.

## **ARTICLE VIII Lay-Off and Recall**

- 8.1 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 employees.
- 8.2 The least senior employee within a classification, beginning with probationary employees, shall be the first laid off, provided, however, that the Employer shall determine that there are qualified employees remaining to meet the requirements of the Employer. Compensation and fringe benefits shall be suspended during any lay-off period.
- 8.3 When an employee's position is eliminated or if an employee is bumped by a more senior employee in a layoff situation, the displaced employee may bump into the least senior position within their classification, provided they have more seniority than the employee they will be bumping.
- 8.4 Any employee who is laid off within a classification may bump the employee with the least seniority in another classification if:

- a. The employee is qualified for the position he/she is bumping into, and
- b. The employee has more seniority than the employee with the least seniority who is being bumped, and
- c. The employee being laid off notifies the Employer in writing within five (5) working days after receiving written notice of impending lay-off that he/she desires to bump into a given position as noted in this section. An employee who does not so notify the Employer shall not have bumping rights.

8.5 Employees shall be called by classification in reverse order in which laid off provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the minimum qualifications necessary to perform the duties of the job to which the employee will be assigned.

8.6 Lay-off classifications shall be those classifications used in the Salary Schedule.

8.7 All recalls shall be made by written notice sent by certified mail, return receipt requested, to the employee's last known address according to the records of the Employer. Such recall notices shall specify the date upon which the employee shall return to work and such recalled employees shall return to work on the date so specified. The employee shall have five (5) working days from the date of mailing said notice of recall within which to return to work. If any employee shall fail to report to work at the time specified in the recall notice, or within five (5) days of the mailing of the recall notice, which time is longer, the employee shall be considered as a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Employer. Termination shall not occur if the employee cannot report due to an emergency situation and if the employee promptly notified the Employer of the situation. The obligation of the Employer to recall a laid-off employee shall terminate eighteen (18) months following lay-off.

8.8 It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

8.9 No new employee will be hired within a classification while a qualified association employee is on lay-off status within the classification and is available for work.

#### **ARTICLE IX Bereavement**

9.1 Up to three (3) paid days may be used by the employee for bereavement for the death of the employee's father, mother, sister, brother, grandchildren, step-grandchildren, sister-in-law, brother-in-law, mother-in-law, father-in-law, child or spouse. Bereavement leave will not be charged against PTO.

#### **ARTICLE X Military Leave**

10.1 An employee who is drafted or volunteers for the armed forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as provided by applicable Federal law.

- 10.2 An employee called to temporary active duty as a member of the National Guard or other United States Armed Forces Reserved Unit shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such employee during any such temporary leave of absence.

**ARTICLE XI**  
**Leave of Absence**

- 11.1 An employee leave of absence may be granted or denied on an individual basis at the discretion of the administration without pay or benefits.
- 11.2 No leave of absence shall be approved beyond twelve (12) months.

**ARTICLE XII**  
**Jury Duty**

- 12.2 An employee shall be entitled to jury duty leave. Employees who miss days or hours of work due to jury duty must turn in the compensation received to the Business Office if they are to receive salary for time missed. Compensation for mileage reimbursement may be retained by the employee.

**ARTICLE XIII**  
**Notification of Absence and Call-In Time**

- 13.1 In all cases of absence, or need to leave early, the employee shall notify the Maintenance/Custodial Supervisor, so that proper arrangements can be made to distribute the work load and/or arrangements can be made for a substitute. Notification of an absence shall be made as soon as it is known, and under normal circumstances shall be no later than two (2) hours before the employee's work day begins or four (4) hours for third (3<sup>rd</sup>) shift employees.
- 13.2 Employees who fail to notify the Head Custodian or the Building Principal of absences as indicated above (except in emergency or under unusual circumstances) will not be reimbursed for the absence, and may be subject to discipline.
- 13.3 Any employee reporting for work at his/her starting time when no work is available shall receive a minimum of two (2) hours' pay at his/her regular rate unless an attempt has been made to notify such employee not to report at least one (1) hour prior to the scheduled starting time.

**ARTICLE XIV**  
**Paid Holidays**

- 14.1 The following days are to be reimbursed as paid holidays (less than eight-hour per day employees will have paid holidays pro-rated):
- a. July 4 (50/52 week employees only)
  - b. Labor Day
  - c. Thanksgiving
  - d. Friday after Thanksgiving
  - e. Christmas Eve Day
  - f. Christmas Day
  - g. New Year's Eve Day



- h. New Year's Day
- i. Good Friday (If a student day or In-Service day is scheduled on Good Friday, a floating holiday will be scheduled with the supervisor's approval. Work scheduled and performed on Good Friday will be paid at straight time.)
- j. Memorial Day.

14.2 To be eligible for holiday pay, the employee must:  
 Have been employed thirty (30) calendar days prior to the holiday, and  
 Have worked a scheduled work day before and after the holiday unless:

- 1. The employee is on approved PTO

14.3 An employee will not receive holiday pay if the employee is on an approved leave of absence during, immediately before, or immediately after a holiday.

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

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

14.6 In the event it is necessary for an employee to work on any of the above holidays, the employee shall receive time-and-one-half for hours worked in addition to holiday pay.

**ARTICLE XV  
 Paid Time Off (PTO)**

15.1 Employees will be granted Paid Time Off (PTO) days on July 1<sup>st</sup> of each year to be used at the employee's discretion, according to the following schedule:

Weeks Worked	PTO days granted yearly
39 and less	10
40-41	11
42-43	12
44-45	13
46-47	14
48 and more	15
After 10 years	1 additional day
After 15 years	1 additional day
After 20 years	1 additional day
After 25 years	1 additional day
After 30 years	1 additional day

Employees on an unpaid leave of absence will not accrue PTO during the absence.

**ARTICLE XVI**  
**Safety and Health**

- 16.1 Any physical examination employees are required to take by the Employer shall be at the expense of the Employer. Such physical examination will be scheduled during the employee's working hours if reasonable, and if scheduled at another time the employee will be paid for the time spent taking the physical. This paragraph shall not apply to pre-employment physicals.
- 16.2 An employee must immediately report to his/her supervisor all accidents or injuries sustained by students or themselves. This report must be in writing. After an accident/injury the employee may be required to undergo drug testing according to the same requirements as employees holding a CDL license.
- 16.3 All employees shall observe all safety rules, which are established by the Employer and shall use such safety equipment as required by the Employer.

**ARTICLE XVII**  
**Inclement Weather**

- 17.1 All employees are expected to report to work each day that school is closed due to inclement weather. Employees will be allowed two (2) hours to report to work without loss of pay. Any other adjustments to the employees work schedule such as leaving work early, or reporting to work during a time period other than the employee's normal shift, must be approved by the Maintenance/Custodial Supervisor prior to the change in work schedule being made.
- 17.2 When schools are closed due to inclement weather, and when weather is unusually hazardous and roads are impassable, and employees cannot report due to road conditions, employees may receive pay for time missed by charging the day against PTO in such cases must be so marked on the employee's time sheet if pay is to be received.
- 17.3 If weather is determined to be so bad that all employees are directed by the Employer not to report to work, or all are sent home early, all employees will receive pay during that portion of time without the time being charged to PTO
- 17.4 Employees will report to work as usual (unless directed to do otherwise by the Employer) as days when one or more buildings are closed due to equipment or electrical failure.

**ARTICLE XVIII**  
**Mileage Reimbursement**

- 18.1 An employee required by the Employer to use his/her motor vehicle for the benefit of the Employer shall be reimbursed at the prevailing school district rate provided that a mileage record is submitted to the Employer in accordance with procedures established by the Employer.

**ARTICLE XIX**  
**Employee Conduct and Discipline**

- 19.1 Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that proper standards of conduct include the following:
- a. The performance of all duties with reasonable diligence and in a workmanlike manner.
  - b. Promptly notifying the Employer of any physical or mental condition of the employee, which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
  - c. Promptly notifying the Employer of any defective condition in the physical facilities of the District which may cause injury or damage or which needs attention in order to provide proper maintenance.
  - d. Promptly notifying the Employer of any misuse, abuse or illegal use of any of the physical facilities of the District for which the employee has responsibility.
  - e. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
  - f. The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such employee to discharge his/her duty.
  - g. The avoidance of any activity which:
    - 1. Is contrary to the best interests of the Employer and its responsibility to the public for the education, safety, and well-being of students and other persons who may use its facilities.
    - 2. Is contrary to honesty or good morals.
  - h. Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement including rules and regulations which may be from time to time adopted by the Employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the Association within ten (10) days after posting.
  - i. The Association will encourage all bargaining unit employees to be supportive of the school system and will encourage all bargaining unit employees to air their complaints concerning the operation of the school district through administrative personnel or the elected Board of Education, and the Association will direct employees to follow the Contract in addressing Contract grievances.
  - j. Employees will refrain from looking through office files or desks which may contain private or confidential information about students or other school district employees.
  - k. Employees will not use school facilities, equipment, or supplies for personal use without first making proper arrangements with the appropriate supervisor or administrator.
- 19.2 Any employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as follows:

- a. Discussion of problem
- b. Verbal warning
- c. Written warning included in personnel file
- d. Suspension without pay
- e. Dismissal

It is recognized that the seriousness of a problem may cause the problem to initially be dealt with at a higher level than in the order of discipline as listed above. For example, it could start at Step e. Once the discipline process starts, steps in the system may be missed. For example, the discipline process could start at Step b and go to Step e.

- 19.3 An employee shall be entitled to have present a representative of the Association for any Disciplinary action that is more serious than a verbal warning. When a request for such representation is made; no action shall be taken with respect to the employee for six (6) hours (except in emergency situations). When request for Association representation is made by an employee, then the employee shall appear at the appointed time and place, with or without an Association representative, after the six (6) hour period (time limit may be shortened by mutual agreement). The responsibility for requesting an Association representative, and the responsibility for securing the same shall lie solely with employee involved.
- 19.4 No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
- 19.5 Each employee shall have the right upon request to review and receive a copy, if so desired, of the contents of his/her own personnel file at a reasonable time. A representative of the Association may accompany the employee in such a review.

## **ARTICLE XX Workers' Compensation**

- 20.1 Employees will continue to accrue PTO as long as the employee is actively working, absent from work due to work related injury or illness, or using PTO. Employees off work for injury or illness that is not work related shall not continue to accrue PTO.
- 20.2 Employees who are injured while on the job must notify their supervisor as soon as reasonably possible to make a written report of the injury. The report must be in the hands of the supervisor within eight (8) hours whenever possible.

## **ARTICLE XXI General Provisions**

- 21.1 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.

- 21.2 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.
- 21.3 The Employer agrees to furnish an electronic copy of this Agreement to each employee who is employed in the association during the term of this Agreement.
- 21.4 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, or to contract or sub-contract work as the Employer may determine to be in the best interest of the district.
- 21.5 All tools required by the Employee in carrying out custodial duties shall be applied by the Employer. Each employee using tools of the Employer shall be responsible for the care and/or loss of such tool.
- 21.6 Employees required by the Employer to attend training classes or schools shall have such training or schooling paid for by the Employer. An employee shall not suffer loss of pay as a result of attending such required training classes or schooling.
- 21.7 The Employer shall reimburse each full-time employee up to \$100.00 per year for employee work shoes only. Reimbursement shall be prorated according to the number of hours/week an employee is regularly employed, according to the following formula:  $\$100 \times (\% \text{ of the } 40 \text{ hours/week worked}) \times (\text{weeks worked/year divided by } 52)$ . Only work shoes approved by supervisor or designee shall be eligible for reimbursement.
- 21.8 A part-time employee who is filling a full-time temporary vacancy of more than 30 days (per article 7.5) shall receive the benefits of the full time position, provided the employee fulfills the responsibilities of the full time position, including all days and hours. For example, a paid holiday will be considered one of the benefits of the full time position.

**ARTICLE XXII**  
**Grievance Procedure**

- 22.1 A grievance shall be defined as a charge of a violation, misinterpretation, or misapplication of The expressed terms of this Agreement.
- 22.2 For purposes of this article, days shall mean calendar days, exclusive of Saturdays, Sundays, legal holidays, and paid holidays.
- 22.3 The procedures of adjustment of grievances shall be as follows:

**Step 1.** An employee with a problem or grievance shall first discuss the matter with his/her immediate supervisor with the objective of settling it quickly and informally.

**Step 2.** In the event the grievance has not been satisfactorily settled, the matter shall be reduced to writing no later than ten (10) days from date of occurrence. The written grievance shall be on a form as provided in Appendix A.

The written grievance shall be presented to the employee's immediate supervisor for disposition. Within five (5) days of receipt of the written grievance the supervisor shall have a conference with the employee and the elected representatives of the Association. The employee may choose to have an additional member of his/her own choosing attend the conference. It is the supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee(s) shall be present at such meeting. Within five (5) days after the meeting, the supervisor shall state his decision in writing, or indicate that the relief sought is outside his jurisdiction and authority, and furnish a copy thereof to the grievant(s) and Association.

**Step 3.** Within five (5) days after receiving the decision in Step 2, the Association may appeal in writing to the Superintendent or his/her designee.

Within five (5) days of receipt of the written grievance, the Superintendent or his/her designee shall schedule a conference with the Association. It is the Superintendent or his/her designee's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee or employees shall be present at such meeting.

Within five (5) days of the hearing meeting, the Superintendent or his/her designee shall state his/her decision in writing, and furnish a copy thereof to the grievant(s) and the Association.

**Step 4.** Within five (5) days after receiving the decision of Step 3, the Association may appeal the decision in writing through the Superintendent of Schools to the Board of Education.

Within ten (10) days of receipt of the grievance, the Board of Education shall have a hearing with the grievant(s) and the Association.

The Board shall hear the grievance in dispute and shall render its decision in writing within ten (10) days from the close of the hearing.

- 22.4 No complaint which alleges a statutory unfair labor practice (under the Michigan Employment Relations Act) or a statutory unfair labor practice (under the Federal or State Civil Rights Act) or any other right or remedy which arises pursuant to state constitution or government regulation, may be filed or processed as a grievance under this Agreement. Such matters shall be resolved by the agencies in courts of competent jurisdiction designed by law to deal with such issues.
- 22.5 On agreement between the Employer and the Association, a hearing upon a grievance may be commenced at any step, and any time limit within the grievance, and may be extended by mutual agreement.

- 22.6 An employee or the Employer has the right to be represented at any step in the grievance procedure by an attorney or representative. All proceedings in the grievance procedure process shall be held on the Employer's premises.
- 22.7 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, resulting in a forfeiture of the grievance.
- 22.8 The foregoing grievance procedure shall not apply to:
- a. 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 Association, provided that the adjustment is not inconsistent with the terms of this Agreement
  - b. The discipline, suspension, or discharge of a probationary employee.
  - c. Any provision of this Agreement which contains an express exclusion from this procedure

### **ARTICLE XXIII**

#### **Insurance**

- 23.1 The Employer will make available upon successful completion of the probationary period the following health/hospitalization insurance options from which each employee may select one:

For employees hired before July 1, 2005 the Employer will pay the amount of Hard Cap rate in place as of July 1<sup>st</sup> of each year that is allowed under current law 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 with the deductible to be pre-funded by the District.

For employees hired after July 1, 2005 the Employer will pay the amount of Hard Cap rate in place as of July 1<sup>st</sup> of each year that is allowed under current law toward the cost of employee only coverage, including the deductible. The employee may choose between plans offered through West Michigan Health Insurance Pool (WMHIP) for the school year with the deductible to be pre-funded by the District. The employee may pay for the additional cost to insure their family. Employees who choose to do so will have the cost of the premiums deducted by payroll deduction each month.

In the event that the legislature approves an increase to the "Hard Cap" for two-person coverage outside the annual CPI adjustment, the District agrees to increase its contribution toward two-person coverage accordingly.

- 23.2 Regular part-time employees (working less than eight (8) hours a day forty (40) hours per week) will have their health/hospitalization insurance premium benefit pro-rated according to their work week. In addition, School year part-time employees hired after July 1, 2005 will have their health/hospitalization insurance premium benefit prorated according to the months worked. The employee's share of any required premium will be deducted from the employee's paycheck each month.

- 23.3 Regular part-time employees who are employed less than thirty (30) hours per week will not be eligible for health/hospitalization benefits mentioned above.
- 23.4 The Employer will make available without cost to each employee, who is employed as a regular employee at least 5 hours per day, (and the employee's eligible dependents) dental care insurance, equivalent to MESSA Delta Dental Plan C, Class I, II, and III (80/80/80 Co-pay). The Employer will name the carrier.
- a. Any employee who does not require the health/hospitalization coverage listed may receive seventy-five dollars (\$75.00) cash each month, which he/she may choose to invest, via payroll deduction.
- 23.5 The Employer shall provide all employees a comprehensive optical insurance plan equivalent to that provided to other support units of the District without cost to the Employees.
- 23.6 Individual employees must assume the responsibility of signing up to receive health/hospitalization insurance, dental coverage, vision insurance and/or cash en lieu of benefits. Marriage, childbirth, death, or any other change in the employee's family must be brought to the immediate attention of the Business Office for purpose of keeping insurance coverage current. Employees must sign up for the insurance coverage once the probation conditions have been met or during the next open enrollment each year, presently in September.
- 23.7 The aforementioned insurance benefits are subject to the following limitations and conditions:
- a. Spouse and/or dependent benefits shall not be paid if such benefits duplicate or are substantially equivalent to those to which spouse and/or dependent is enrolled in under any other group insurance plan. It is the intention of the parties of this Agreement that no employee shall have double coverage which has no reasonable benefit to the insured.
  - b. The Employer's contribution to the above insurance shall terminate at the end of the calendar month in which the employee's employment terminates.



**ARTICLE XXIV  
Salary Schedule**

24.1 Beginning employees will be classified by the Employer and may be given credit for previous work experience at the discretion of the employer.

24.2 The salaries below will be in effect from July 1, 2019 to June 30, 2022, inclusive:

**Salary Schedule 2019-2020**

	Beginning	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 8 years	After 12 years	After 16 years	After 20 years
HD CUST –SEC	14.25	14.75	15.00	15.25	15.50	15.75	16.25	16.75	17.25	17.75
HD CUST-ELEM	14.00	14.50	14.75	15.00	15.25	15.50	16.00	16.50	17.00	17.50
CUSTODIAN 1	13.25	13.75	14.00	14.25	14.50	14.75	15.25	15.75	16.25	16.75

**Salary Schedule 2020-2021**

	Beginning	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 8 years	After 12 years	After 16 years	After 20 years
HD CUST –SEC	14.50	15.00	15.25	15.50	15.75	16.00	16.50	17.00	17.50	18.00
HD CUST-ELEM	14.25	14.75	15.00	15.25	15.50	15.75	16.25	16.75	17.25	17.75
CUSTODIAN 1	13.50	14.00	14.25	14.50	14.75	15.00	15.50	16.00	16.50	17.00

**Salary Schedule 2021-2022**

	Beginning	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 8 years	After 12 years	After 16 years	After 20 years
HD CUST –SEC	14.75	15.25	15.50	15.75	16.00	16.25	16.75	17.25	17.75	18.25
HD CUST-ELEM	14.50	15.00	15.25	15.50	15.75	16.00	16.50	17.00	17.50	18.00
CUSTODIAN 1	13.75	14.25	14.50	14.75	15.00	15.25	15.75	16.25	16.75	17.25

*Annual salary increases will take effect on July 1 of each contract year*

An additional \$.20 per hour third shift premium will be paid to employees starting work at or after 8:00 p.m.

24.3 Any employee called to work for hours outside his/her normal working hours shall be paid a minimum of two (2) hours pay at his/her regular rate. This provision does not apply to an employee who may work an authorized extra half-hour immediately before or after his/her regular work day.

**ARTICLE XXV**  
**Negotiation Understandings**

25.1 The Employer and Association 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 Employer and Association after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly agrees 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.

**ARTICLE XXVI**  
**DURATION**

26.1 This Agreement shall become effective the first (1<sup>st</sup>) day of July, 2019, and shall continue in effect through the thirtieth (30<sup>th</sup>) day of June, 2022, at which time it will terminate.

26.2 The negotiations of a new Agreement shall begin upon written request of either party made at least sixty (60) days prior to the expiration of this Agreement. Bargaining sessions shall be mutually scheduled between the Employer and the Association. No employee shall suffer a loss of pay for time spent in bargaining, nor shall they be required to make up any work hours for time spent in bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of this 1st day of July, 2019.

EMPLOYER:  
ALLEGAN PUBLIC SCHOOLS  
COUNTY OF ALLEGAN  
ALLEGAN, MICHIGAN

BY: *Ken Hannon*  
Its SUPERINTENDENT

ASSOCIATION:

BY: *Brendo d. Clifford*  
Its President

BY: \_\_\_\_\_

Its: \_\_\_\_\_