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6/30/99

MASTER AGREEMENT

BETWEEN THE

WATERSMEET EDUCATION
SUPPORT PERSONNEL ASSOCIATION

AND THE

WATERSMEET TOWNSHIP
SCHOOL DISTRICT
BOARD OF EDUCATION

1997-98

1998-99

Watersmeet Township School District

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ARTICLE 1

Agreement

This Agreement entered into this ____ day of _____, 1997, by and between the Watersmeet Educational Support Personnel Association-MEA NEA, hereinafter called the *Union*, and the Watersmeet Township Schools Board of Education, hereinafter called the *Employer*.

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined.

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

ARTICLE 2

Recognition

2.1 Bargaining Unit Defined

The Watersmeet Township Schools Board of Education hereby recognizes the Watersmeet Educational Support Personnel Association - MEA/NEA as the sole and exclusive bargaining representative for the purpose of negotiations for all full-time and regular part-time aide paraprofessional (including migrant program employees), **custodians, custodian-drivers, food service, secretarial-clerical and transportation employees of the Watersmeet Township Schools, excluding one confidential employee, nurse and all other employees.**

ARTICLE 3

Extent of Agreement

3.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law that provision shall be void, and the parties shall meet within twenty (20) workdays to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

3.2 Employer Policies/Practices, etc.

The Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE 4

Association Dues and Payroll Deductions

4.1 Service Fees

The Union shall inform the District in writing annually by the first of September the amount to be paid by its members for the school year.

4.2 Dues Deductions

Upon written authorization from an employee, or at the written request of the Union, the District shall deduct from the wages of all employees covered by this contract an appropriate amount for Union dues.

4.3 Payroll Deduction

These deductions shall be made from a regular paycheck each month, September through May. The District will remit all moneys deducted to the Union treasurer. If any refund is demanded by an employee, said refund is not the responsibility of the District.

4.4 Save Harmless

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer, individual Board members, and their agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

ARTICLE 5

Board's Rights Clause

5.1 Rights

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and Constitutions of the State of Michigan and of the United States. These rights shall include, but not be limited to:

1. Manage and control the school's business, equipment, operations, and affairs of the Employer.
2. Continue its rights to assign and direct its personnel subject to the express limitations of this agreement.
3. The right to determine the size of the work force and lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, standards of operation, the means, methods, and processes of carrying on the work, including the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees in accordance with the agreed upon job descriptions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

5.2 Limitations

It is understood that the exercise of the foregoing rights shall be subject to and limited by the terms of this agreement to the extent permitted by applicable laws.

ARTICLE 6

Union Rights

6.1 Use of Facilities

The Union and its representatives, upon administrative approval, shall have the right to use school buildings at reasonable hours to conduct business meetings.

6.2 MEA Uniserv Director

The MEA Uniserv Director shall be permitted to transact official Union business on Employer property at reasonable times, provided that this shall not interfere with or interrupt normal operations. He/she shall notify the office of his/her presence in the building.

6.3 Mail

The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board to be located in an area approved by the Administration. A space shall be provided for each employee for correspondence.

6.4 Union Leave

The Employer shall, upon notification, grant the Union up to a maximum of five (5) days per year as time off for Union members to conduct Union business or participate in Union activities such as conventions and/or conferences. An employee with administrative approval may exchange shifts with another employee if such exchange can be arranged in order not to lose time or pay. If not, such time off shall be without pay. No more than two (2) employees shall be absent for union business on any given day. Additional days without pay as provided for above may be granted and/or additional employees may be excused with approval of the Superintendent.

6.5 Special Meetings

Upon request, the Superintendent agrees to meet with the Union President or his/her designee to discuss matters of general concern or grievances. Whenever possible, such meeting shall take place before or after the regular workday or during the President's lunch period or break time.

ARTICLE 7

Bargaining Unit Member Rights and Protections

7.1 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

7.2 Personal Life

The off duty conduct of an employee shall not be the basis for disciplinary action unless such conduct is related to the employee's responsibilities or affects his/her ability to perform required duties.

7.3 Discipline

Employee discipline shall be reasonable based on the seriousness of the offense. Disciplinary action may include warnings, reprimands, suspensions with or without pay, loss of pay, demotion and/or discharge.

7.4 Adverse Material

In imposing any discipline on a current charge, the Employer will not take into account any warning, reprimand, or loss of pay which occurred more than two (2) years previously, nor will the employer take into account any suspension or demotion which occurred more than three (3) years previously.

7.5 Response to Discipline

Any employee who wishes to take exception to a written disciplinary action may respond in writing and shall present a copy of the response to his/her supervisor. Such response shall be placed in the Employer's personnel file and attached to the written disciplinary action.

7.6 Representation

An employee subject to disciplinary action or an investigatory meeting shall be entitled to have present a representative of the Union during any meeting with the Employer. Should such disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said

possibility and be advised by the Employer of the right to representation under the provision of the Agreement.

7.7 Personnel Files

An employee shall have the right upon request to review the contents of his/her personnel file, except confidential material as determined by law. A representative of the Union may be requested to accompany the employee in such review. In the event the employee feels the material placed or to be placed in his/her file is inappropriate or in error he/she may receive adjustment through the grievance procedure whereupon, pending outcome of the grievance, the material shall be corrected to expunged from the file.

Employees shall be provided a copy of any non-confidential material placed in or to be placed in his/her file.

Material placed in the personnel file shall not be released to the general public or any other non-authorized person, as determined by the superintendent, without written permission from the employee.

ARTICLE 8

Grievance Procedure

8.1 Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

8.2 Hearing Levels

- a. **Informal Level:** Within ten (10) working days of when an employee(s) or the Union knows or should have known a grievable incident has occurred, the affected employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- b. **Formal Level 1:** If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized in writing within five (5) working days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- c. **Formal Level 2:** If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

- d. **Formal Level 3:** If the matter is not resolved at the superintendent's level, the Union shall, within five (5) workdays from receipt of the decision by the superintendent, forward the grievance to the Board committee. Within ten (10) workdays of receipt of the grievance, the Board committee shall meet with the Union in an effort to resolve the grievance. The Board committee shall indicate their disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.
- e. **Formal Level 4:** If a matter is not resolved at the Board committee level, the Union shall, within ten (10) workdays from the decision by the Board committee, notify the superintendent in writing of the Union's intent to pursue the grievance to arbitration. Upon notification to the employer of intent to pursue the grievance to arbitration the parties shall attempt to agree upon an arbitrator. If no agreement is reached within twenty (20) workdays the arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

8.3 Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules. The parties may mutually agree to waive AAA rules.

8.4 Miscellaneous Conditions

- a. Workdays shall include all days except Saturday, Sunday, and holidays. Time limits may be extended by mutual written agreement of the parties.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- c. An employee who must be involved in the arbitration process during the workday shall be excused with pay for that purpose.

- d. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be considered granted.
- e. Discipline and discharge of probationary employees shall not be grievable beyond the Board Committee level.

ARTICLE 9

School Closure/Dismissal

9.1 School Closing

When an act of God, or an Employer directive, forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty without loss of pay for the first two (2) days closed. Any such day used by the employee shall be deducted from the employee's accumulated leave.

9.2 School Cancellation After Opening

If school is canceled after employees have reported for work the employee, at his/her option, may elect to work the remainder of his/her scheduled shift and be paid or may elect to leave fifteen (15) minutes after students are dismissed, in which case the employee will not be paid the time missed.

9.3 Exclusion

Sections 9.1 and 9.2 do not apply to the custodian and the custodian-driver.

ARTICLE 10

Subcontracting

There shall be no subcontracting of bargaining unit work. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented or leased by the Watersmeet Township Schools Board of Education, its officers or agents, that falls within the classification outlined in the Recognition clause of this Agreement.

ARTICLE 11

Work Year, Workweek, Workday

11.1 Work Year

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

- a. **Paraprofessionals/bus drivers/migrant tutors:** The work year for paraprofessionals, bus drivers, and migrant tutors shall be the days teachers are scheduled to work, which basically coincides with the student attendance year.
- b. **School year secretarial/clerical personnel:** The work year for secretarial/clerical personnel shall be at least 200 workdays beginning two (2) weeks before the reporting date of teachers and ending at least two (2) weeks after the last teacher workday.
- c. **Migrant Coordinator:** The Migrant Coordinator's schedule shall be the days teachers are scheduled to work, which basically coincides with the student attendance year, plus any days necessary to total 190 workdays.
- d. **Migrant Recruiter:** The Migrant Recruiter shall be scheduled 400 hours in addition to the days specified in section a above.
- e. **Food Service:** The food service employees shall start work three (3) days before school is scheduled to start and shall continue to work for three (3) days after the school year is complete.

11.2 Workweek

The workweek shall be defined as Sunday through Saturday.

11.3 Workday

All hours shall be consecutive, except for bus drivers **and the custodian-driver**. In the event an employee's regularly scheduled hours or days are reduced, said employee may exercise his/her bumping rights in accordance with *Article 16, Reduction in Personnel, Layoff, and Recall*.

11.4 Duty-Free Lunch

All bargaining unit members shall receive a minimum of one-half (1/2) hour uninterrupted, duty-free lunch period. **This section does not apply to accreted employees.**

11.5 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. **Food service employees shall be paid for a minimum of fifteen (15) minutes at the appropriate rate if called in. This section does not apply to the custodian and custodian-driver.**

11.6 Breaks

Employees shall be granted paid breaks in accordance with the following schedule:

- a. 3 to 5 hour employees: 10 minutes per day
- b. 5 to 7 hour employees: 20 minutes per day
- c. 7 hours or more: 30 minutes per day

The specific scheduling of the break periods shall be done by mutual agreement of the employee and the supervisor. The employee may take the break period in a location of the employee's choosing.

Accreted employees are covered by 11.9, f.

11.7 Overtime

- a.) Employees shall be compensated at the rate of time and one-half (1-½) of their regular hourly pay for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, **and for all hours worked on holidays that are defined in this agreement in addition to holiday pay.**
- b.) Overtime hours shall be divided as equally as possible among employees in the same classifications.

11.8 Substitutes

Substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the building or classification have been offered the work. A substitute shall only perform the work in a position that remains if no regular qualified bargaining unit member is available to perform the work. **This section does not apply to accreted employees.**

11.9 Working Hours

- a.) The maximum regular full working day for custodians shall consist of forty (40) hours as scheduled below. If, in the opinion of the Board of Education and the Superintendent, a change in the schedule is necessary on a permanent basis for the efficient operation of the school, they shall notify the Union of the change setting forth the reasons. The Union may, within five (5) days, request a conference on such change.

1. Morning Shift:

Monday through Friday..... 6:00 a.m. to 2:00 p.m.

2. Afternoon Shift:

Monday through Thursday 2:00 p.m. to 10:00 p.m.

Friday..... 2:00 p.m. to 9:30 p.m.

Saturday One (1) hour

Sunday morning check is worth one (1) hour.

- 3. Where two (2) or more employees work in the same classification, the employer will endeavor to give the more senior employee the choice of available shifts. Employees will be allowed to double over in case of short-time absence.**
- 4. The work hours for food service employees shall generally be scheduled between 6:45 a.m. and 1:45 p.m. There shall be some flexibility at times needed at the discretion of the superintendent.**

- b.) Shifts during regularly scheduled school vacations are to run 6:00 a.m. to 11:30 a.m. and 12:00 noon to 2:30 p.m., except when the time off is five (5) days in a week. If, during vacations, time off is five (5) days in a week, shifts are then to be four 10-hour days and are to run 6:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. If there is an activity during this time, the afternoon shift janitor will work a 12:00 to 10:00 p.m. shift during the activity. During the summer vacation, shifts are to run 6:00 a.m. to 4:30 p.m., with one-half (1/2) hour unpaid lunch period. During this period, the following will be in effect. Sick leave or personal business day would be one day plus two (2) hours. Any employee who does any work on Friday would be allowed to take that amount of time off the next week. Holiday would be regular eight (8) hours' pay so janitors would then put in four (4) days at eight (8) hours. Four (4), 10-hour days of vacation will be considered as one week's vacation. One day of vacation would be one day plus two (2) hours. Afternoon janitor hours will be 10:00 a.m. to 6:00 p.m., when all sport activities are over as determined by the Administrator. If some activity should occur during this time, the afternoon shift janitor will work the 2:00 p.m. to 10:00 p.m. shift during this activity.
- c.) The starting and ending times of the janitor-bus driver shift will depend on the length of the bus route and will be determined by the Board of Education and the Superintendent or his representative. The combined bus driving and custodial duties will amount to eight (8) hours per day and five (5) days per week.
- d.) A person punching in late shall lose pay on a quarter-hour basis. Example #1: Shift begins at 6:00. Employee punches in at 6:05. Loss of pay is 15 minutes' time. Example #2: Shift begins at 6:00. Employee punches in at 6:24. Loss of pay is 30 minutes time.

The same system of penalty shall be used for people punching out early.

Overtime shall be paid on the same basis. They shall notify the Superintendent of such overtime at the beginning of their next shift.

- e.) Custodians shall be allowed twenty (20) minutes off for lunch, included in their eight (8) hours work day on days when there are the two shifts working.
- f.) Accreted employees may take a coffee break on the first half and second half of their regular shift. However, each coffee break shall not exceed ten (10) minutes duration and such coffee breaks shall be expressly understood to be taken on the premises of the Employer.
- g.) The Employer shall provide a vehicle for picking up supplies or materials or the supplies or materials will be brought to the school. The parties agree that the Employer does not have to have a vehicle available at all times.
- h.) A duty roster shift schedule and check list will be made and followed.
- i.) When school is dismissed at 12:20, and there are no school functions, janitors can work from 6:00 a.m. to 2:00 p.m. Example: Day before Thanksgiving, school is dismissed at 12:20 p.m. after lunch; teachers are free to go.
- j.) On snow days, etc., when school functions are called off after it begins, second janitor may be called in as soon as it is called off for an eight hour shift.
- k.) When teachers have inservice, etc., and are free to leave at 3:00 p.m., the afternoon janitor may come in at 7:30 a.m. and work till 3:30 p.m. provided there are no other school functions going on.

ARTICLE 12

General Working Conditions

12.1 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.

12.2 Medication

No bargaining unit member shall be required to dispense or administer medication, or perform diapering or medically related procedures without being trained in accordance with applicable laws.

12.3 Equipment

The Employer shall provide approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

ARTICLE 13

Conditions of Employment

13.1 Bus Run Assignments

Runs shall be patterned on the prior year route assignments. In the event a bus run is significantly altered for a coming school year, bus run preference shall be granted on the basis of driver seniority.

13.2 Out-of-District Compensation

Any driver driving to an out-of-district activity shall be compensated at his/her regular rate from the start of the first out-of-district run until the end of the last out-of-district run each day.

13.3 Meals and Lodging

Drivers on out-of-district trips shall be reimbursed for meals and lodging reasonably incurred.

13.4 Volunteers/Substitutes

In the event no volunteer or substitute is available for out-of-district trips, drivers may be assigned trips in rotation based on inverse seniority.

13.5 Tests

The District shall pay for the first of any required bus driver's test; in the event a driver must retake the test, such expense will be paid by the driver.

13.6 Licenses

The District shall pay for the cost of bus driver's licenses and required physical examinations. The District reserves the right to designate the physician to perform the examination. Drivers shall be paid at their regular rate for required training sessions.

13.7 Classroom Supervision

Any bargaining unit member will be paid an additional prorata share of \$1.00 per hour when in charge of a classroom or library for at least 30 minutes when the regular instructor is absent and no substitute teacher is assigned to the class. Whenever possible, classroom instruction or supervision shall not be assigned as part of any employee's regular duties.

ARTICLE 14

Seniority

14.1 Seniority Defined

Seniority shall be defined as the length of service within the district within a given classification from the bargaining unit member's last date of hire. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Seniority shall be prorated for part-time employees based on permanently scheduled annual hours divided by 1080 hours. No employee shall accrue more than one year seniority annually.

14.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be ninety (90) workdays.

14.3 Classification

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignment:

- a. Transportation
- b. Secretarial/Clerical
- c. Aides/Migrant Program Workers
- d. Custodian
- e. Custodian-Driver
- f. Food Service

14.4 Seniority List

The initial seniority list shall be prepared within thirty (30) workdays after the effective date of this Agreement. A copy of the seniority list and subsequent revisions shall be furnished to and validated by the Union on an annual basis.

14.5 Accrual

Seniority shall not accrue when an employee transfers to a non-bargaining unit position or is on an unpaid leave or layoff.

14.6 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, and failure to return from leave or layoff.

ARTICLE 15

Vacancies, Transfers, and Promotions

15.1 Vacancy Defined

A vacancy shall be defined as a newly-created position or a present position within the scope of the recognition clause that is not filled due to retirement, resignation, or termination.

15.2 Vacancy Posting

All vacancies shall be posted on a designated bulletin board for a period of ten (10) workdays. The Union President shall be provided with a copy of all postings. Said postings shall contain the following information:

- | | |
|---------------------|---|
| a. Type of work | e. Hours to be worked |
| b. Location of work | f. Classification |
| c. Starting date | g. Minimum requirements as reflected in the job description |
| d. Rate of pay | |

15.3 Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent within the ten (10) day posting period.

15.4 Award of Vacancies

Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Any bargaining unit member who has served more than twenty (20) consecutive workdays in a classification within the past two (2) years shall be determined qualified for any position in that classification. Except as provided for above, the Board, at its option, may hire the most qualified applicant for the position, including outside applicants. Consideration shall be given to bargaining unit members in the filling of all other vacancies.

15.5 Selection

Each bargaining unit applicant shall be notified of the employer's decision in writing.

15.6 Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

15.7 Involuntary Transfers

Prior to any involuntary transfer of bargaining unit member(s), the superintendent shall provide five (5) workdays notice and shall meet with the affected employee(s) to discuss any possible alternatives.

15.8 Temporary Assumption of Duties

Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member for five (5) or more consecutive shifts will be paid the regular rate for those duties. A bargaining unit member temporarily assigned to drive a bus will be paid the regular rate for all hours performing those duties. A bargaining unit member shall suffer no loss in pay as a result of being assigned the duties of another bargaining unit member.

15.9 Temporary Vacancies

A temporary vacancy shall be defined as a vacant position within the scope of the bargaining unit as a result of an extended illness or leave of absence in excess of twenty (20) consecutive workdays. Such vacancy shall be filled in accordance with Section 4 of this article. In the event an employee from outside the bargaining unit is hired to fill any such vacancy, said employee shall not be covered by this master agreement until such time as he/she has completed the probationary period as defined in Article 14, Section 2. Upon completion of the probationary period, said employee shall be granted all accrued leave and seniority afforded regular bargaining unit members under this agreement, retroactive to the employee's first day of work. Benefits will become effective the first day of the month following the probationary period.

ARTICLE 16

Reduction in Personnel, Layoff, and Recall

16.1 Layoff Defined

Layoff shall be defined as a reduction in the work force.

16.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least ten (10) workdays prior to the effective date of the layoff. **Accreted employees shall be provided five (5) days notice.**

16.3 Layoff Procedures

- a.) In the event of a reduction in work force, the Employer shall first lay off probationary bargaining unit members. If further layoffs are necessary, then the least senior bargaining unit members in the affected classification shall be laid off. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

In cases where an employee has an adverse work record within the past three (3) years due to abuse of leave, excessive absenteeism, or disciplinary action, the Board, at their option, may retain a less senior employee. The burden of proof shall be on the Board to substantiate any such decision.

- b.) For accreted employees, the word *layoff* means a reduction in the work force.

In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the names of employees scheduled for layoff. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having departmental seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first. Laid off employees shall not have the right to bump into another department.

Employees to be laid off will receive at least five (5) calendar days advance notice of the layoff.

During a layoff, there shall be no scheduled overtime to absorb work regularly performed by a laid-off employee.

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee in the department on layoff being recalled first. If an opening occurs in another department, the most senior laid-off employee with the ability to do the work will be recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions will be made.

16.4 Substitute Priority

A qualified laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer.

16.5 Recall

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

A recalled bargaining unit member shall be given ten (10) workdays from receipt of notice to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and be considered a quit. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

16.6 Partial Layoffs

In the event the hours of a position are reduced, the layoff procedure outlined in Section 3 of this article may be utilized.

ARTICLE 17

Continuity of Operations

17.1 Interruption of Services

The Union agrees that during the term of this Agreement there shall be no interruption of services performed by the employees for any cause, nor shall they absent themselves from work or abstain in whole or in part from the full and proper performance of their duties.

17.2 Lock-Out

The Board agrees it will not lock-out its employees.

ARTICLE 18

Leaves of Absence

18.1 Previous Agreements

All previously existing sick leave and personal leave agreements between the Board of Education and individual employees shall remain in effect. Said employees who do not have personal leave days shall be granted said days in accordance with Section 18.2 below.

18.2 Leaves With Pay Deducted from Accumulated Paid Leave Days

Employees covered under this agreement will accrue one-half (1/2) a prorated paid leave day for each pay period worked or on paid leave. The day will be equal to the employee's regularly scheduled hours of the employee's permanent assignment.

Unused leave days may accumulate to a maximum of one hundred (100) days for 1993-94, one hundred ten (110) days for 1994-95, and one hundred twenty (120) days for 1995-96.

Accumulated paid leave days may be used for the following purposes:

- a. **Illness of the employee:** Employees may be required to supply a doctor's verification or other information to verify the reason for any absence exceeding three (3) consecutive days, or an opinion of the employee's ability to return to work.
- b. **Personal day:** One (1) personal day per year shall be granted. Notice of intent to use personal days must be submitted to the superintendent 24 hours in advance unless the employee can demonstrate an emergency exists preventing the submission of a timely request.
- c. **Emergency Leave:** Requests for emergency leave necessitated by illness of an employee's parent, spouse, child, or any other person living in the employee's household shall be granted by the superintendent. Requests for additional days may be granted by the superintendent for other emergency situations. Abuse of emergency leave may be subject to the disciplinary process.
- d. **Maternity Leave:** An employee may elect to use accrued paid leave days for maternity leave.
- e. **Personal Business:** Accreted employees shall be granted without loss of salary three (3) days leave for emergencies, such as sudden or unexpected happening demanding

immediate attention. These three (3) days are not accumulative and are not charged to the cumulative reserve. The employee will be asked to explain the reason for any personal business leave requested for a work day immediately before or after a holiday, weekend, or vacation period; and reasonable restrictions may be imposed on personal leave on such days. Flagrant violations of this agreement would be cause for negotiations toward cancellation of the privilege of personal leaves. These three (3) personal leave days shall not be taken in the same week, except in emergency situations approved by the superintendent.

18.3 Leaves With Pay NOT Deducted from Accrued Paid Leave Days

- a. **Bereavement:** Up to five (5) days for a death in the immediate family. For purposes of this section, immediate family includes spouse, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step parent, step child, step brother, step sister, and anyone living in the employee's household.

Accreted employees shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step parents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grand-parents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (½) funeral leave day with pay, to be deducted from sick leave. Employees on duty shall be allowed one (1) funeral leave day to attend the funeral of an employee of the School District.

- b. **Jury Duty:** Employees required to report to court for jury duty or by subpoena shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for the court appearance.

18.4 Workers' Compensation

An employee may utilize accrued paid leave days if drawing Workers' Compensation. The employee will sign over Workers' Compensation checks to the district within ten (10) days of receipt. The employee will receive a check from the district based upon permanently scheduled hours. The difference in amounts will be charged to the employee's accrued leave days on a prorata basis.

If the employee has no accumulation or has exhausted his her accumulation, the employee will no longer be required to sign over the checks.

18.5 Pay for Unused Leave Days

Employees who have served the Watersmeet School District for a minimum of ten (10) years shall, upon retirement, receive compensation for each unused leave day at the rate of \$1.50 per hour for each regularly scheduled hour per day for up to the maximum total days accumulated. An employee whose termination is upheld shall not be eligible for this benefit.

18.6 Child Care Leave

Upon written request to the superintendent, unpaid child care leave shall be granted for a period not to exceed one (1) year. The employee can return to work prior to the end of the approved leave time with notice of such intent given to the superintendent no less than ten (10) workdays before the date of return.

18.7 Sick Leave

- a.) **Accreted employees covered by this Agreement shall accumulate twelve (12) sick leave days per year, cumulative to 160 days. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Proof of illness, signed by a physician, shall be presented by the employee upon returning, covering absences for personal illness extending beyond two (2) days. Sick leave is prorated and paid on the basis of the regular hours worked. Example: A person who works six (6) hours per day regularly will earn and be paid sick leave for six (6) hours.**

- b.) Any person who is covered by this Agreement and employed in this district for a minimum of ten (10) years shall receive, upon retirement from this school district, compensation for each unused sick leave day to a maximum of one hundred thirty (130) days. Compensation shall be figured by taking a .05% (.0005) when multiplying of the employee's highest annual salary and multiplying.
- c.) Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation or off-duty periods shall not be covered.
- d.) Employees shall be allowed to use sick leave for the purpose of taking a member of his or her immediate family to the doctor or hospital because of serious illness. Immediate family shall be defined to mean husband, wife, children, father, mother, sister and brother, regardless of residence. It may also be construed to mean any other relative member of the family unit living in the same household, no matter what the degree of relationship.
- e.) The Superintendent has the right to have an employee bring in a slip signed by the doctor or dentist stating what time the appointment was for and what time the appointment ended.

18.8 Other Unpaid Leaves

Employees interested in applying for other unpaid leaves of absence, not to exceed three (3) months, must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.

18.9 Approval of Unpaid Leaves

The right to grant or reject an unpaid leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. Upon written request, extensions may also be granted.

18.10 Benefits During Unpaid Leaves

Except where mandated by law, all benefits shall cease to be paid for an employee on unpaid leave. The employee will assume responsibility for any premium payments.

18.11 Return From Leave

For the purpose of this article, an employee returning to work from any leave shall be reinstated to the same position held when the leave began. In the event the position has been eliminated, the employee may elect to use his/her seniority to fill a position in accordance with the layoff provisions of Article 16, Section 3.

ARTICLE 19

Vacations

19.1 Vacation

Employees with regularly scheduled permanent annual job hours of 1820 or more, exclusive of overtime, shall receive one (1) week of paid vacation during their first year of employment. During and after the second year of employment they will receive two (2) weeks; three (3) weeks during and after the eighth year; and four (4) weeks during and after the twelfth year.

19.2 Vacation Accumulation

Beginning in 1995-96, employees with regularly scheduled permanent annual job hours of 1400 to 1819, exclusive of overtime, shall be eligible for vacation after ten (10) years of service to the District. These employees shall receive vacation as follows:

During the 11th year	1 day
12th year	2 days
13th year	3 days
14th year	4 days
15th year	5 days
16th year	6 days
17th year	7 days
18th year	8 days
19th year	9 days
20th and further years	10 days

In 1994-95, any employee qualifying under this section will receive four (4) vacation days.

19.3 Scheduling Requirements

Vacation days must be taken when school is not in session. This requirement may be waived upon approval of the Superintendent.

19.4 Vacation Period

- a.) Accreted employees will earn credits towards vacation with pay in accordance with the following schedule:

1 through 3 years.....1 week's vacation
4 through 7 years.....2 week's vacation

8 through 14 years.....3 week's vacation
15 years and over.....4 week's vacation

(School year employees do not earn vacation credits.)

Accreted employees who have earned more than two (2) full weeks of vacation may be required at the superintendent's discretion to schedule up to one-half (1/2) of their vacation between the first and last day of school. Should a conflict arise as to when vacation is scheduled, the more senior employee shall be granted preference. No more than one (1) employee shall be on vacation at any given time unless such requirement is waived by the superintendent.

- b.) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- c.) A vacation may not be waived or accumulated by an employee and extra pay received for work during that period.
- d.) If an employee becomes ill and is under the care of a duly licensed physician during this vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation. The Employer in such case may require a physician's certificate.
- e.) When school is closed for deer season, all employees shall be allowed the days off. These days shall be deducted from the accrued vacation days. Employees with only one (1) week of vacation shall have these days deducted from personal leave days. In the event of school activities during this period, the employee normally scheduled for that day would report for work, at straight time, and the deduction from vacation or personal leave shall be reduced by the number of hours worked during the activity. The employee shall be required to report for work two (2) hours prior to the time of the activity.

19.5 Pay Advance

- a.) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- b.) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 20

Holidays

20.1 Holidays (Mechanic & Secretary to Superintendent's Office)

The mechanic and the secretary serving the superintendent's office will each have eight (8) paid holidays per year.

20.2 Holidays (Other Employees)

Beginning with the 1997-98 year, all other employees will have six (6) paid holidays per year: Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, and Easter Sunday.

20.3 Weekends

If the holiday falls on a weekend, the closest non-session day will be considered the holiday.

20.4 Accreted Employees

- a.) The paid holidays are designated as: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day (December 24), Christmas Day, and Good Friday. Employees will be paid their current rate based on their regular work day for said holidays no matter what day it follows, even if employees are scheduled off. If Christmas Eve Day falls on a Saturday or Sunday, there is no paid holiday for Christmas Eve Day on Friday or Monday.
- b.) Holiday benefits do not accrue to an employee who is scheduled to work, but who is absent from work without supervisory approval either the day before or the day after a recognized holiday.
- c.) If any of the paid holidays, except Christmas Eve Day, fall on a Saturday, Friday shall be the holiday. If any of the paid holidays fall on Sunday, Monday shall be the holiday. Christmas Even Day is only a paid holiday on December 24th. If Christmas Even Day falls on a Saturday or Sunday, another paid holiday will take its place. Example: Day after Thanksgiving, Presidents Day, one day for deer season, or any day that there are no classes, up to the discretion of the superintendent. (Custodians only.)

d.) Paid holidays for food service are designated as: Memorial Day if school ends after Memorial Day, Labor Day if school starts before Labor Day, Thanksgiving Day, Thanksgiving Friday, and Good Friday.

ARTICLE 21

School Improvement

The support staff shall have one (1) representative, appointed by the Union, to the District-wide School Improvement Committee. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours. Bus Drivers shall be expected to complete all required runs prior to attending any such meeting. The Union's representative shall be expected to attend such meetings scheduled outside the regular workday without pay.

ARTICLE 22

Miscellaneous Provisions

22.1 Agreement

There shall be two (2) signed copies of any final agreement. The Union shall be responsible for providing the two (2) master copies of the final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union.

Copies of this Agreement shall be printed at the expense of the Employer and presented to all employees.

Following the ratification of this agreement, a rough draft of school district personnel policies shall be available in the Superintendent's office by September 1, 1994, for employees to review. A completed copy shall be available for review by January 1, 1995.

22.2 Supervisors

The Superintendent and Principal shall be the employees' supervisors.

22.3 Student Workers

Student workers hired through state and federal programs shall not be used to displace, replace, or reduce the hours of any position within the scope of the bargaining unit.

22.4 Indian Education Aide

The position of Indian Education Aide shall continue to be covered by this agreement as long as the current employee remains in the position. When the current employee leaves the position, said position shall no longer be covered by this agreement.

22.5 School Reform

In the event the District implements any new programs as a result of school reform passed by the Michigan legislature on December 23, 1993, the District agrees to bargain any such decision to the extent required under Michigan law.

22.6 Definition

For the purpose of this Agreement, *accrued employees* shall be defined as those employees working in the custodian, custodian-driver, and food service classifications.

ARTICLE 23

Duration of Agreement

This Agreement shall be effective as of July 1, 1997, and shall continue in effect until the 30th day of June, 1999.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 10th day of March, 199~~8~~⁹.

FOR THE WATERSMEET TOWNSHIP
SCHOOL DISTRICT:

Cathy Narden

Kimberly Spetarsi

Date: 3-10-99

FOR THE WATERSMEET EDUCATION
SUPPORT PERSONNEL ASSOCIATION:

John R. Little

Mareen Keister

Date: 3/24/99

APPENDIX A**Wages and Insurance's****A.1. 1997-99 Wages**

STEP	Aides/Tutors	Recruiter(s)	Drivers	Secretary to Supt. Office/ Migrant Head	Mechanic
1	\$7.60	\$8.70	\$10.10	\$11.25	\$11.50
2	\$7.90	\$9.00	\$10.40	\$11.55	\$12.00
3	\$8.20	\$9.30	\$10.70	\$11.85	\$12.50
4	\$8.50	\$9.60	\$11.00	\$12.15	\$13.00
5	\$8.80	\$9.90	\$11.30	\$12.45	\$13.50

The present mechanic shall be paid \$13.75 per hour for all applicable hours between July 1, 1997, and his retirement date. The new mechanic shall be placed on Step 1 of the salary schedule.

All other employees shall be placed on Step 4 for the 1997-98 contract year and Step 5 for the 1998-99 contract year.

Probationary employees shall receive \$1.00 per hour less than Step 1. Upon completion of the probationary period, employees shall receive 50 cents less than Step 1. Upon completion of the first full year, employees shall receive the rate as specified above in Step 1.

1998-99 Wages (Accreted Employees)

YEARS	Head Custodian	Custodian- Driver	Head Cook	Cook
Probationary Rate:	\$12.12	\$11.64	\$9.40	\$9.20
1 st & 2 nd Year:	\$12.37	\$11.89	\$9.65	\$9.45
3 rd Year:	\$12.62	\$12.14	\$9.90	\$9.70
Regular Rate:	\$12.87	\$12.39	\$10.15	\$9.95

*Backpay
rec'd
4.9.99*

Custodians working the second shift shall receive an additional twenty (20) cents per hour.

Employees required to work in a higher classification shall be paid the rate of the higher classification.

Longevity shall be paid as follows:

After 10 years of service a lump sum payment of \$150.00

After 15 years of service a lump sum payment of \$200.00

After 20 years of service a lump sum payment of \$250.00

After 25 years of service a lump sum payment of \$300.00

All lump sum payments shall be paid to the employees on the first payday of December of each year. Existing employees shall receive credit for longevity for all years of service to the school district. Any employee hired after July 1, 1992 shall receive credit for longevity based on their date of hire into the bargaining unit.

A.2. Insurance (Mechanic & Secretary to the Superintendent's Office)

The Board shall provide for the mechanic and the secretary to the superintendent's office MESSA Super Care 1 health coverage with Board paid deductibles, Delta Dental insurance, and VSP-3 vision insurance.

A.3. Insurance (Other Employees)

The Board shall provide for all other employees single subscriber health insurance coverage. The Board's premium contribution shall be set at 80% of the monthly premium for 1997-98, 90% of the monthly premium for 1998-99, and 100% of the monthly premium for 1999-2000.

A.4. Cafeteria Plan

The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis.

For those bargaining unit members opting to participate in the plan, the district shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status.

A.5. Employees Not Electing Health Insurance

Employees electing not to receive the health insurance benefit outlined in Sections A.2. and A.3. above may utilize the Section 125 plan above and shall be compensated a rate of 50 cents per regularly scheduled hour as cash in lieu of benefits.

A.6. Hospitalization Medical Coverage

- a.) The Employer shall provide the MESSA Super Care 1 hospitalization program for the custodian and the custodian-driver. The Employer shall pay the full cost of the premium for the term of this Agreement. This is for hospitalization insurance only. Employees who have elected family or two-person coverage shall receive \$130 before taxes to cover their deductible; employees with single coverage shall receive \$65 before taxes to cover their deductible.
- b.) The Employer shall provide a fully paid MESSA Delta Dental Plan of Michigan for the term of the contract. This is Plan E with Ortho Rider 007.
- c.) The Employer shall provide a fully paid vision insurance. This plan is MESSA VSP-3.
- d.) For 1998-99, the Employer shall pay 90% of the cost for the above referenced health, dental, and vision programs for the head cook. This percentage shall be increased to 95% for 1999-00 and 100% for 2000-01.
- e.) The District shall continue to pay 85% of the cost for the above referenced health, dental, and vision programs for the cook. This coverage shall be frozen at the specified level so long as the cook remains with the District.
- f.) For accreted employees, all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
- g.) For accreted employees, benefits for school year employees shall be prorated based on hours worked vs. a full-time employee (2080 hours per yr.) except for hospitalization, dental and vision premiums which shall be as specified in Appendix A.

Persons hired after July 1, 1989, shall have all benefits, including insurances, prorated on hours worked vs. a full-time employee. A full-time employee is one whose hours are figured as 2,080 working hours during the year. Example: If a person works 1080 hours during the year, the Board will pay for 52% of that employee's benefits.

GRIEVANCE REPORT FORM
WATERSMEET EDUCATION SUPPORT PERSONNEL ASSOCIATION

Grievance # _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

A. Date Cause of Grievance Occurred: _____

B.1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature

Date

GRIEVANCE REPORT FORM, STEP 1 (continued)

D. Disposition of Grievant and/or Union: _____

Signature

Date

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

STEP 3

A. Date Submitted to Board Committee: _____

B. Disposition of Board Committee: _____

Signature

Date

GRIEVANCE REPORT FORM, STEP 3 (continued)

C. Position of Grievant and/or Union: _____

Signature

Date

STEP 4

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator

Date