

6/30/90

7276

MASTER CONTRACT

BETWEEN

EATON RAPIDS SUPPORT PERSONNEL ASSOCIATION

AND

EATON RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION

1988 - 1990

*Eaton Rapids Public Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

\* Custodial / Maintenance employees accreted to Eaton Rapids Support Personnel Association from IUOE on 7/10/90.

SECRETARY/AIDE/FOOD SERVICE AGREEMENT

July 1, 1988 - June 30, 1990

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE(S)</u>
	PREAMBLE	1
I.	RECOGNITION	2
II.	BOARD RIGHTS	3
III.	ASSOCIATION RIGHTS	4
IV.	AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS	5-6
V.	NEGOTIATION PROCEDURES	7
VI.	GRIEVANCE PROCEDURE	8-10
VII.	EMPLOYEE RIGHTS AND PROTECTION	11-12
VIII.	WORKING CONDITIONS	13-15
IX.	LEAVES OF ABSENCE	16-18
X.	VACANCIES, PROMOTIONS AND TRANSFERS	19-21
XI.	SENIORITY, LAYOFF AND RECALL	22-23
XII.	HOLIDAYS AND VACATION	24-25
XIII.	INSURANCE	26
XIV.	COMPENSATION	27-28
XV.	MISCELLANEOUS PROVISIONS	29
XVI.	DURATION OF AGREEMENT	30
XVII.	CLASSIFICATION COMMITTEE	31
XVIII.	BINDING EFFECTIVE AGREEMENT	32
	APPENDIX A - SALARY SCHEDULE	33-36
	APPENDIX B - GRIEVANCE REPORT FORM	37-39

EATON RAPIDS SUPPORT PERSONNEL ASSOCIATION

PREAMBLE

This Agreement is entered into this first day of July, 1988 by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board" and the Eaton Rapids Support Personnel Association, hereinafter called the "Association."

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

## ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Michigan Public Acts of 1965 as amended, the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time and regularly employed part-time secretarial/clerical personnel, food service personnel, and aide personnel employed by the Board excluding the Superintendent's secretary, the Business Manager's secretary and supervisory employees as defined by the Act.
- B. The Board and the Association recognize four (4) categories of employees within three (3) classifications: secretarial/clerical, food service, and aides. Bargaining unit work shall be performed only by employees in one of the four (4) following categories:
1. Full-time employee: An employee who is employed at least thirty (30) hours each week on a permanent, daily basis.
  2. Part-time employee: An employee who is employed a minimum of twenty (20) hours each week on a permanent, daily basis.
  3. Probationary employee: An employee who is employed to fill a full- or part-time position for a trial period of forty (40) work days.
  4. Substitute employee: An employee who is employed to fill a full- or part-time position on a per diem basis while the regular employee is absent. A substitute shall not be employed to fill a bargaining unit position for more than forty (40) consecutive days in one position each year. An employee assigned to a position after completing forty (40) consecutive days as a substitute will be required to serve the forty (40) day probationary period, commencing on the 41st day of employment.
- C. After forty (40) work days of employment with the District, probationary employees shall become members of the bargaining unit and come under the terms and conditions of this Agreement.
- D. The term "employee", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as above defined and shall apply to both female and male personnel.
- E. The Board agrees not to negotiate with any organization other than that designated as the representative of the above employees pursuant to Act 379 of the Michigan Public Acts of 1965.
- F. Jobs outside the unit that are less than twenty (20) hours per week but constitute bargaining unit work shall be combined whenever practicable to create new bargaining unit positions. If the combined jobs have (2) different job titles, the combination of hours shall result in one (1) newly created position.

ARTICLE II - BOARD RIGHTS

- A. 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 laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To executive management and administrative control of the school system and its properties and facilities.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
  3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A. The parties agree to abide by Public Act 379 and all other laws, statutes and the Constitutions of the United States and State of Michigan.
- B. The Association and its members shall have the right to use school building facilities. The Association shall make arrangements for the above with the building administrator.
- C. The district messenger service and the use of the telephones shall be made available to the Association and its members for Association business.
- D. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals.
- E. Duly authorized representatives of the Association shall be permitted to transact Association business on school property provided that this shall not interfere with normal school operation, and/or conflict with normal employee work assignments.
- F. The Association President and those designated by him/her shall be released without loss of pay for five (5) days annually. Upon approval of the Superintendent, the Association may use up to two (2) additional days per year provided the Board is reimbursed for the cost of the substitute. Said released time may be used in amounts of not less than one (1) hour per occasion and shall be used to conduct Association business, grievance investigation and for attendance at meetings of the state or national Association.
- G. School Board meeting agendas and minutes shall be made available to the Association President the week of the regularly scheduled Board meeting.



ARTICLE IV - AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS

- A. All employees as a condition of employment shall either:
1. Sign and deliver to the Board an assignment authorizing the deduction of membership dues and assessments of the Association by September 1 of each year, or
  2. Any employee who is not a member of the Association in good standing or who does not make application for membership within twenty(20) work days from the date of commencement of duties, shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A-1 of this Article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Paragraph A-1, the Board shall, beginning with the same fiscal year, cause the suspension of such employee for a period of ten (10) work days each year until the required amount has been remitted to the Association. This suspension shall not be subject to the Grievance Procedure as set forth in Article VI of this Agreement. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for suspension from employment. All employees new to the district will be informed of this requirement at the time employment is offered with the district.
    - a. The Association shall simultaneously notify the Superintendent and the employee of noncompliance by certified mail, return receipt requested. The notice shall detail the noncompliance and advise the recipient that a request for suspension may be filed with the Board should compliance not be effected.
    - b. If the employee fails to comply with the provisions herein, the Association shall file charges with the Board and request suspension of employment. A copy of the noncompliance notice and proof of service shall be attached to said charges.
    - c. Upon receipt of charges and request for suspension, the Board shall provide the employee with a due process hearing. In the event of compliance at any time prior to suspension, the Association agrees to withdraw charges.
    - d. Bargaining unit members on layoff or unpaid leave of absence shall not be subject to the terms of this Article.
- B. The Board agrees to advise the Association, upon request, of all additions, deletions or change in the status of members of the bargaining unit. When the employer hires a new employee, the ERSPA president shall be supplied with the following information within the employee's first week of employment: name, address, date of hire, social security number, classification, job location, and hours of work.
- C. Authorized deduction of membership dues shall be made from each paycheck

ARTICLE IV - AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS (continued)

each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year. The Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay dues in full to the Association Treasurer within thirty (30) days of the onset of each school year.

- D. The Association shall indemnify and save the Board harmless from any and all claims, suits and other forms of liability as a result of complying with the provisions of this Article provided the Board is in substantial compliance with the terms of this Article.
- E. Upon appropriate written authorization, the Board shall deduct from the salary of the employee, and make appropriate remittance for annuities, credit union, community chest, and other plans or programs jointly approved by the Association and the Board.



ARTICLE V - NEGOTIATION PROCEDURES

- A. This Agreement expressly embodies all agreements written and/or oral between the Board and the Association and is intended to cover all matters which are raised or could have been raised by either of the parties at the time of negotiations.
- B. Matters not specifically covered by this Agreement shall be subject to negotiations only by consent of both parties.
- C. Representatives of the Employer and the Association's bargaining committees will meet on the last work day of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- D. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- F. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association.
- G. The parties agree to enter into negotiations for a successor Agreement on wages, hours and working conditions at least sixty (60) days prior to the expiration date of this Agreement.

## ARTICLE VI - GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance shall be an alleged violation of a specific article or section of this Agreement, as claimed by an employee, group of employees, or the Association.
2. Working days shall be Monday through Friday excluding holidays.

### B. Grievance Procedure

1. Step One: The grievant(s) shall discuss the complaint with the immediate supervisor within five (5) working days of his/her knowledge of the event or occurrence which is the basis for the complaint.
2. Step Two: If the grievance is not satisfactorily resolved at Step One, it shall be reduced to writing and submitted to the grievant's immediate supervisor within five (5) working days of the formal discussion required in Step One. The written grievance shall generally contain the following information:
  - a. The name of the grievant(s).
  - b. The names of all other persons involved in the incident or incidents generating the grievance.
  - c. The number and title of any and all articles of this Agreement alleged to have been violated, and by appropriate reference the sections and paragraphs of such articles alleged to have been violated.
  - d. A full statement of the facts giving rise to the grievance.
  - e. The contention of the grievant(s) and of the Association as to how the facts indicate violation of this Agreement.
  - f. The relief requested.

Within three (3) working days of receipt of the written grievance, the immediate supervisor shall submit an answer in writing to the grievant(s) and to the Association Representative. Such answer shall either grant or deny the relief requested.

3. Step Three: If the grievance is not resolved at Step Two, it may be submitted in writing to the Superintendent of Schools within five (5) working days of receipt of the immediate supervisor's written answer.
  - a. Within three (3) working days from the receipt of the grievance, the Superintendent, or his/her designated representative, shall arrange a meeting with the grievant(s) and an Association Representative at a mutually agreeable time and place on school premises. Such meeting shall be for the purpose of discussing the grievance and attempting to resolve it.

ARTICLE VI - GRIEVANCE PROCEDURE (continued)

b. Within three (3) working days after the date of the meeting designated in the paragraph immediately above, the Superintendent or his/her designated representative shall give the Association Representative and the grievant(s) an answer in writing. If further investigation is needed, additional time may be allowed by mutual agreement between the Association Representative and the Superintendent or his/her designated representative.

4. Step Four: If the grievance is not resolved in Step Three, it may be appealed to the Board of Education within five (5) working days after receipt of the written answer in Step Three by the grievant(s). Such appeal shall be by letter delivered to the Superintendent as agent for the Board. The letter shall state the reasons for the appeal and shall be accompanied by a complete grievance record.

Within fifteen (15) working days after receipt of the letter of appeal by the Board, a committee composed of Board Members shall meet with the grievant(s) for the purpose of arriving at a mutually satisfactory disposition of the grievance. If no such mutually satisfactory disposition shall result from the meeting, a complete grievance record together with the recommendations of the Board committee shall be reviewed by the Board of Education at its next regular meeting or at any special meeting called prior to the Board's next regular meeting.

5. Step Five: If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.

a. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the hearing.

b. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

c. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

d. Both parties agree to be bound by the award of the arbitrator.

e. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

C. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement. Should either party to this Agreement fail to meet the time limits as expressed herein, the grievance shall be considered settled on the basis of the other party's last position.

D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE VI - GRIEVANCE PROCEDURE (continued)

- E. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement for all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared by any reference to this action.
- F. A bargaining unit member shall have the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the affected bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from outside sources shall be excluded from inspection.
- G. Nothing contained in this Article shall be construed to prevent any individual employee from presenting a grievance, appealing a grievance, or having a grievance adjusted without intervention by the Association; provided that any such adjustment is not inconsistent with the terms of this Agreement, and providing further that the Association has been given an opportunity to be present at such adjustment.
- H. Both parties of this Agreement may be represented at any step of this grievance procedure.
- I. In the event that the Association shall become a grievant in matters concerning the Association as a whole, it shall consider the Superintendent of Schools as its immediate superior and supervisor for purposes of implementing the grievance procedure.
- J. The Grievance Form is attached to this Agreement as Appendix B.

ARTICLE VII - EMPLOYEE RIGHTS AND PROTECTION

- A. Any written complaint directed toward an employee shall be promptly called to the employee's attention when such complaint is to be made part of the employee's personnel file or a matter of other written record. The employee may submit a written statement to be attached to and filed with the original complaint.
- B. Any case of assault upon an employee, during working hours or arising out of a school situation, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations in connection with handling of the incident.
- C. At his/her request, an employee shall be entitled to have a representative of the Association present when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- D. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just cause. Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing, except that verbal reprimands and verbal warnings will not be written. The employee shall have the right to defend himself against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of the agreed upon rules, as appear in the Employer handbook. Any such discipline, reprimand, reduction in rank or compensation or deprivation of advantage by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for such action.
- E. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel file. Such signing shall not necessarily be interpreted as agreement with the material. The employee shall have ten (10) work days to submit any written statement for attachment to the material in question and its inclusion in the personnel file.
- F. An employee shall have the right upon request to review the contents in his/her personnel file. A representative of the Association may accompany the employee in such review. Privileged information such as confidential credentials and related personal references normally sought at the time of employment shall be exempted from review.
- G. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of warning or reprimand shall be removed from the personnel file at the written request of the employee. Said warning or reprimand shall not be used in a future disciplinary action against said employee.



ARTICLE VII - EMPLOYEE RIGHTS AND PROTECTION (continued)

- H. The parties recognize the merits of progressive discipline. It is therefore agreed that any action taken against an employee shall be appropriate to the behavior causing said action. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible.
- I. The private and personal life of an employee is not within the appropriate concern or attention of the Board provided that such shall not interfere with the employee's job performance.
- J. The Board recognizes that appropriate equipment and materials are necessary to complete job tasks. The employees and administrators shall confer from time to time for the purpose of reviewing the selection and use of such tools.
- K. Employees shall be made aware of any identified safety or health hazards in their buildings, and any investigation of identified building safety or health hazards. The Employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, state and local regulations. The employee shall obey all safety standards set under the Occupational Safety and Health Act and as set by the employer.
- L. The Employer and the Association both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any class of persons protected under federal, state or local laws.



## ARTICLE VIII - WORKING CONDITIONS

### A. Hours

1. The normal work week for secretarial/clerical personnel shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday inclusive, for a 52-week, 47-week, or 44-week work year.

The normal work week for aide personnel shall be at least thirty (30) hours consisting of five (5) days of at least six (6) consecutive hours Monday through Friday inclusive for a work year that coincides with the student attendance days in the ECEA contract. All aides will normally be scheduled for a minimum of one hundred eighty (180) days. Up to five (5) additional days may be scheduled at teacher request and with administrative approval.

The normal work week for food service personnel shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday inclusive for a work year that coincides with the student attendance days plus teacher inservice days in the ECEA contract. Additionally, summer work normally consists of three (3) days per week at five and one-half (5 1/2) hours per day when the District runs the Senior Citizen Program.

2. There shall be a specific starting and quitting time.
3. Employees shall be provided at least seven (7) calendar days notice of any change in the normal starting and/or quitting time.
4. Each employee shall receive an uninterrupted, duty-free lunch period of at least thirty (30) minutes. The lunch period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee as determined by the administration.
5. Each employee shall be provided with a fifteen (15) minute uninterrupted relief period during the first half of the work day and during the second half of the work day. The relief period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee.
6. Employees shall be allowed to leave the building and school premises during the lunch period provided the immediate supervisor is notified.
7. In the event that schools are closed due to weather, natural disaster or other catastrophic occurrence, employees will operate under the following standards.
  - a. If an Aide is requested by their building administrator to report for work on a day when school is closed for reasons in (A) above, the Aide will be compensated at one and one-half (1 1/2) times their regular hourly rate for each hour employed. Aides called in on such days will receive a minimum of four (4) hours pay at one and one-half (1 1/2) times their regular rate.

ARTICLE VIII - EMPLOYEE RIGHTS AND PROTECTION (continued)

- b. The Aide required to work on "Act of God" days at one and one-half (1 1/2) times their normal wage will be paid for an equal number of "Act of God" make-up days if such days are made up within the school calendar. When Aides are not required to report on "Act of God" days and such days are made up within the school calendar, the Aide shall not receive any additional compensation.
  - c. Secretaries will be required to work, unless notified otherwise by their immediate supervisor. Compensation will be paid as per (a) and (b) above.
  - d.
    - 1. (Food Service) Whenever an "Act of God" day would be declared by the Employer because of conditions beyond the Employer's control, the employee would receive a minimum of four (4) hours pay if he/she reports for work before being notified otherwise.
    - 2. Each food service employee covered by the terms of this Agreement shall be eligible to receive pay up to a maximum of two (2) days declared by the school administration or Board of Education to be an "Act of God" day.
    - 3. In the event that the State mandates that "Act of God" days must be made up, the food service employee will not be compensated for "Act of God" days.
8. The Board of Education agrees that the temperature level of a work area impacts upon the working environment. To this end, the Board agrees to maintain school building offices and employee work stations at temperature settings of 60 degrees minimum and 90 degrees maximum. Whenever the temperature exceeds these settings for longer than a three (3) hour continual period, affected employees will be provided an alternate work site.

B. Assignments

- 1. Notice of overtime shall be provided to affected employees one (1) day in advance.
- 2. Only members of the bargaining unit shall perform bargaining unit work, except in cases of temporary necessity, such as instructional training, experimentation, or in case of emergency.
- 3. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of additional facilities being added to the school district, shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE VIII - WORKING CONDITIONS (continued)

C. Training

The employees covered by this Agreement shall attend all educational and safety meetings as scheduled by the Employer.

ARTICLE IX - LEAVES OF ABSENCE

A. Paid Leaves

1. All employees shall accrue one (1) day of sick leave for each completed month of service or fraction thereof.
  - a. Unused sick leave shall accumulate for all employees on the basis of fifty (50) days for 1988-89, sixty (60) days for 1989-90; except that Food Service employees currently employed as of July 1, 1988 shall continue to accumulate on the basis of seventy-five (75) days. Food Service employees hired after July 1, 1988 will be subject to the above contractual cap for all employees.
  - b. Employees shall be granted the use of sick leave for the following:
    - (1) Personal illness or disability.
    - (2) Illness in the immediate family which is defined as spouse, children, parents of the employee and spouse and others living within the immediate household.
    - (3) Time necessary to fulfill dental, as well as medical appointments when such appointments cannot be made at any other time subject to the approval of the administration.
    - (4) Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, subject to the approval of the administration.
  - c. A record of accumulated sick leave will be provided to each employee by October 15 of each year.
  - d. As a condition for the return from sick leave or leave of absence due to illness or disability, the Board may require written certification of the employee's fitness to return to work from a Doctor of Medicine or Osteopathy who may be the employee's personal physician.
  - e. The Board shall be responsible for payment of days used for personal illness up to but not including the effective date of long-term disability insurance payments made to the employee by the insurance carrier.
2. Leaves of absence with pay not chargeable against sick leave shall be granted for the following reasons:
  - a. A maximum of five (5) days per school year for deaths in the immediate family: father, mother, spouse, child, parent-in-law, brother, sister, brother-in-law or sister-in-law, grandchildren and grandparents.

ARTICLE IX - LEAVES OF ABSENCE (continued)

- b. Two (2) days for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, subject to the approval of the administration.
  - c. Absence when employee is called for jury service. When called for such service, the school will continue to pay the employee his/her regular wages; provided the employee remits directly to the Superintendent of Schools all monies received for such service less reimbursed mileage and meal costs.
  - d. Court appearance as a witness in any cases connected with the employee's employment or the school or whenever the employee is subpoenaed to attend any proceeding related to employment.
3. Each bargaining unit member shall be granted one (1) personal business day each year to attend to business which cannot be conducted or transacted outside the normal work day. Additionally, 52-week secretarial/clerical personnel shall receive a second (2nd) personal business day each year.
- a. The employee shall notify his/her immediate supervisor of his/her intent to use personal business leave at least twenty-four (24) hours in advance except in case of emergency.
  - b. Said leave shall not be used on the day preceding and/or following a vacation period or holiday.
4. Upon retirement or death the employee's accumulated sick leave will be paid as follows:
- a. Upon retirement or death, pursuant to the Michigan Public Service Employees Retirement System and after completing ten (10) years of employment in the Eaton Rapids Schools, the employee shall be paid at one-half (1/2) their regular rate for all accumulated sick leave.
  - b. Should an employee die while employed by the Board of Education, their estate shall be paid the amount specified in a. above.

B. Unpaid Leaves

1. The following leaves of absence, without pay or benefits, shall be granted by the Board upon written request of the employee for a period not to exceed one (1) year. The leave may be extended for an additional year upon request of the employee and at the discretion of the Board:
  - a. A prolonged illness or disability of the employee or in the employee's family.
  - b. Child care.

ARTICLE IX - LEAVES OF ABSENCE (continued)

- c. Training related to an employee's regular duties in an approved educational institution.
  - d. National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling annual field training obligations, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
  - e. Any employee in the bargaining unit who is either elected or appointed to a full-time office or position in the Association whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.
2. A leave of absence without pay may be granted by the Board of Education for a period of time not to exceed one (1) year.

C. Other Leave Provisions

1. (Secretarial/Clerical and Aide Employees) An employee returning from an unpaid leave of absence of not more than one (1) calendar year shall be entitled to the position held at the time the leave was granted. An employee returning to work from a leave of absence of more than one (1) year as approved by the Board of Education shall be entitled to the position held by the least senior employee within the classification.

(Food Service Employees) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and he/she shall accumulate seniority during such leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

After forty (40) consecutive days a position open due to an unpaid leave of absence will be posted in accordance with Article X but only as a temporary position for the length of the unpaid leave of absence or one (1) year whichever is greater. During the first forty (40) consecutive days of any unfilled position due to an unpaid leave of absence, the Board of Education shall have the right to employ a substitute employee.

2. Upon return from leave, all rights and benefits under this Agreement shall be restored to the employee.



ARTICLE X - VACANCIES, PROMOTIONS, AND TRANSFERS

A. Postings

1. A vacancy shall be defined as any position, either newly created or a present position, that is not filled, that the Board wishes to fill. With at least two (2) weeks written notice of explanation to the ERSPA President, a specific job or type of work may be eliminated or discontinued by the Board if the function(s) of that job or type work no longer exists due to technological change, lack of need, or lack of funds. If, however, the work content of said job or type of work is to be transferred, in whole or in part, to non-unit personnel, said transfer cannot be effected until the Association gives a written release of that work to the Superintendent. In this event, the Association will respond in writing to the Board, within two (2) weeks of receiving written notice. Under no circumstances may a classification be eliminated or discontinued.
2. The Board agrees to post known vacancies in all buildings as soon as they occur.
3. Any employee may apply for a posted vacancy.
4. Whenever a vacancy or new position occurs within the bargaining unit, the Board shall post the same in each building for at least five (5) work days. The vacancy shall not be permanently filled until after the expiration of the posting period.
5. All vacancies that are posted shall be filled within thirty (30) work days.
6. If a vacancy occurs while there are employees on layoff, the position shall be posted internally before it is offered to those on layoff.
7. The following format shall be used to advertise a position:
  - a. Type of work
  - b. Place of work
  - c. Starting date
  - d. Classification
  - e. Rate of pay
  - f. Hours to be worked

- B. Vacancies shall be filled by the most senior applicant from the bargaining unit who has the ability (for food service employees, it shall be the best qualified) to perform the work and possesses the necessary skills and qualifications required for the job.

ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS (continued)

- C. If an employee desires to be transferred, promoted or demoted to a posted position, application shall be made in writing during the posting period.
- D. A letter will be sent to each applicant from within the bargaining unit informing him/her of the appointment decision.
- E. Involuntary Transfers
  - 1. Normally, involuntary reassignment shall not take place without prior discussion with the affected employee and ten (10) days written notice.
  - 2. The parties agree that unrequested transfers are to be minimized and thus unrequested transfers shall be made only for just cause.
  - 3. When a position is eliminated and later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
  - 4. A temporary transfer to a higher-rated classification will not ordinarily exceed ten (10) work days. The employee shall be paid at the higher classification rate for all such time worked.
- F. When advancing to a higher-rated classification, an employee shall serve a probationary period of not more than forty (40) work days. If the employee's work is unsatisfactory, or if the employee so requests, he/she shall be reinstated to his/her previously held position.
- G. Any person covered under the conditions of this contract shall provide two (2) weeks notice of intent to resign to his/her building principal or immediate supervisor.
- H. Vacancies which occur within the Association, that are less than full time shall, prior to posting, be used on a seniority basis to increase the work hours of employees assigned less than 40 hours per week. The prescribed hours needed to accomplish the task and the established work schedule of the employee will determine that employee's availability for increased work hours.
- I. When a new or revised job cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Association in writing of any such temporary job which has been placed into effect, upon the institution of such job.

The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Association. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing that the Employer negotiate the classification and rate of pay. The negotiated rate, if higher than the

ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS (continued)

temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

- J. Temporary transfers of Food Service employees shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered an open position and posted for bidding for interested employees.

ARTICLE XI - SENIORITY, LAYOFF AND RECALL

A. Seniority

1. On or about September 1 of each year, the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Agreement and shall contain date of hire, employee's location and classification.
2. In the event that more than one (1) individual within a classification has the same position on the seniority list, the Board of Education reserves the right to determine who shall have seniority advantage.
3. Seniority shall be measured from the last date of hire. That date shall become the seniority date and number for each employee.
4. Only members of the bargaining unit shall possess, retain or accrue seniority by classification in the bargaining unit.
5. Probationary Period
  - a. New employees hired by the Board shall serve a probationary period for the first forty (40) work days of employment.
  - b. When an employee completes the probationary period in a satisfactory manner, he/she shall be placed on the seniority list and shall rank for seniority purposes from the date of hire.
  - c. Probationary employees shall not come under the terms and conditions of the Master Agreement.
6. The term "layoff" shall mean a reduction in the employee work force due to a decrease in work or lack of funds.
7. Employees in the bargaining unit that move or have moved from one classification to a different classification, as established in this contract, shall have their seniority "frozen" at the accrued level attained when the change in classification occurs and shall begin accruing seniority in the new classification immediately. Temporary or substitute work does not count toward seniority accumulation except for food service personnel.
8. (Food service only) Seniority shall continue to accumulate for an employee who is transferred to a supervisory position, with that employee having the right to exercise his/her seniority and return to the bargaining unit in the event he/she vacates his/her supervisory position.

B. Layoff

1. Employees who are to be laid off shall be provided with at least fifteen (15) work days written notice.

ARTICLE XI - SENIORITY, LAYOFF AND RECALL (continued)

2. In the event it becomes necessary to reduce the work force, probationary employees and temporary employees shall be laid off first. Thereafter, further reduction shall be in accordance with seniority within job classification. Those employees retained will have the ability to perform the work available and possess the necessary skills required for the job.
3. Procedure: An employee forced to change jobs as a result of a reduction in work force may exercise seniority within the same classification and shall displace the least senior person in that classification, subject to the qualifications set forth above in paragraph B-2.
4. In the event of layoff, employees on leave shall be notified by the Board so that such employees may exercise seniority rights within classification.
5. Laid-off employees shall have insurance benefits continued by the Board for one (1) month beyond the month in which the layoff became effective. The Board shall continue to pay the insurance premiums beyond that time provided the employee reimburses the Board in advance for said premium.

C. Recall

1. Employees shall be recalled in order of seniority within classification with the most senior employee being recalled first, subject to the qualifications as set forth above in paragraph B-2.
2. Recall shall be by registered mail with a copy to the Association. An employee receiving recall notice shall have ten (10) calendar days in which to notify the Board of his/her intention to return or to remain on layoff.
3. Should the Board reinstate a position that had been eliminated, the employee, if not on layoff, who previously held the position shall be offered the position before it is offered to laid-off employees.

D. Reduction in Work Hours

1. There shall be no reduction in the normal work hours provided for any employee or position without prior notification to the Association.
2. In the event of a reduction in the work hours of any employee, employees with greater seniority may use same to maintain his/her normal work schedule by displacing employees with less seniority. In no event will an employee's work hours be reduced without fifteen (15) days advanced written notice.
3. Any employee forced to bump in order to maintain his/her normal work schedule shall exercise seniority within the same classification displacing the least senior person possible.



ARTICLE XII - HOLIDAYS AND VACATIONS

A. Holidays

1. Secretarial/clerical and Food Service employees shall have the following days off with pay:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

President's Day - in the event that school is not scheduled to be in session, employees will not report to work and will be paid their regular day's pay.

Good Friday - Secretarial/Clerical: 1/2 day when classes are scheduled; if no classes are scheduled, all day Good Friday shall be considered a legal holiday. Food Service: all day.

Memorial Day

Independence Day

2. Aide personnel shall have the following days off with pay:

Labor Day

Thanksgiving Day

Day after Thanksgiving

President's Day - in the event that school is not scheduled to be in session, employees will not report to work and will be paid their regular day's pay.

Good Friday - 1/2 day when classes are scheduled; if no classes are scheduled, all day Good Friday shall be considered a legal holiday.

Memorial Day

3. Employees shall receive pay for each such holiday provided that they shall have worked both the employee's scheduled work day immediately preceding and the employee's scheduled work day immediately succeeding such holiday, unless an absence on either of such days is caused by the employee being on paid vacation or by legitimate injury or illness for which written evidence is produced verifying same on the first work day immediately following the period of absence.

- a. In the event an employee is absent from work because of illness or injury on the business days which immediately precede and follow such holiday, employees not presenting written verification and/or a doctor's statement verifying illness or injury, if requested, shall not receive holiday pay. Employees absent from work on account of illness or injury, compensable under the sick leave, Workers' Compensation and/or insurance provisions of this Agreement and who are otherwise entitled to holiday pay shall be paid their regular holiday pay less the amount paid under the sick leave, Workers' Compensation or insurance provisions of this Agreement.



ARTICLE XII - HOLIDAYS AND VACATION (continued)

4. Employees required to work on the above-named holidays shall receive the regular rate of pay for hours worked and shall be entitled to an additional day off at a later date.
5. If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off at a later date.

B. Vacations

1. Secretarial/clerical employees shall have vacation with pay as follows:
  - a. Secretarial/clerical employees with less than five (5) full years of satisfactory employment shall receive ten (10) days of vacation with pay per year.
  - b. Secretarial/clerical employees with five (5) years but less than ten (10) full years of satisfactory employment shall receive fifteen (15) days of vacation with pay per year.
  - c. Secretarial/clerical employees with over ten (10) full years of satisfactory employment shall receive twenty (20) days of vacation with pay per year except that a secretary who is scheduled to work less than forty-seven (47) weeks in any year shall not be eligible for this benefit unless he/she has fifteen (15) years of service with the district.
2. Eligibility for vacation time shall be calculated from the employee date of hire within classification.
3. Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, an employee shall receive at his/her request any unused vacation allowance at his/her current rate of pay.
4. In November of each year, each employee shall be provided with a record of accumulated vacation days.
5. Vacations should be taken each year, however, an employee prevented from using his/her vacation allowance within the fiscal year because of an administrative decision, shall be compensated his/her regular rate for the unused portion.
6. Employees terminating employment shall receive pay for any accumulated vacation time at termination.
7. All vacation time is to be arranged in advance with the administrator in charge of the office in which the employee works, and is to be scheduled in such a manner as to not interfere with the work of that office.

ARTICLE XIII - INSURANCE

- A. 1. The Board shall provide MESSA Super Med I with MESSA Care Rider for self, self and spouse or self and children at no cost to the Secretarial/clerical or aide employee for a full twelve (12) month period in 1988-89. The Board shall provide the foregoing up to a maximum of 110% of the 1988-89 cost in the year 1989-90, provided that the employee is responsible for any excess cost.
2. The ERSPA shall have the right to change its MESSA health insurance plan, with written notice to the Board, for the second year (1989-90) of this Agreement (per cost cap above).
- B. Employees not electing hospitalization insurance shall receive an amount equal to that set forth in A above at the single subscriber rate for a full twelve (12) month period. The amount shall first be used to satisfy the premium cost of MESSA Delta Dental Plan E-001 with internal and external coordination of benefits. The remaining difference may be applied toward any of the MESSA options or toward a tax sheltered annuity of the employee's choice from among those available in the District as currently approved by the Board.
- C. The Board shall provide, without cost to the employee, MESSA long-term disability with a benefit percentage of 66 2/3%, maternity coverage and a qualifying period of 30 calendar days.
- D. 1. All benefits described in this Agreement take effect the first day of the month following completion of the 40-day probationary period, provided that the employee is not eligible for coverage as a dependent under an insurance program. Board payment of the above premium amounts is conditional upon the payment by the employee of any excess cost.
2. Accreted Food Service employees regularly scheduled to work six (6) or more hours of daily employment shall receive the benefits stated in this Article on the same basis as provided the secretarial/clerical and aide personnel (i.e. the current eight (8) Food Service bargaining unit members shall be grandparented under this Article); provided, new hires in Food Service needing health insurance shall receive a monthly stipend at the rate of \$220.00 for full family and \$110.00 for single subscriber which said new hire may apply toward the MESSA health insurance plan or the current Blue Cross/Blue Shield plan (MVF-1 Master Medical coverage with prescription drug rider, \$3.00 co-pay) for those regularly scheduled to work six (6) or more hours of daily employment.

ARTICLE XIV - COMPENSATION

- A. Employees shall be engaged in the type of work and classification as set forth in Appendix A and shall be compensated in accordance with said Appendix.
1. Salaries shall be paid every two weeks on a payday which conforms to the pay schedules for all employees of the school system. An employee, at his/her option, may elect to be paid on a 26-pay period basis. An employee electing his/her option must notify the District not later than August 15.
  2. Salaries shall be calculated according to the salary schedules and other provisions of this Agreement.
  3. Payroll deductions shall be made as required by law, governmental regulation, and this Agreement.
- B. Time and one-half shall be paid for all work over eight (8) hours in any one day and over forty (40) hours in any one week and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday.
- C. An employee using his/her personal vehicle at the request of the district shall be compensated at the rate established by the Board of Education.
- D. In addition to the regular weekly salary, employees covered by this Agreement shall receive a longevity payment for service rendered to the employer. Involuntary layoff shall be calculated as time worked. The amount of such payment shall be calculated from the last date of hire according to the following:
1. Aides
    - 1988-89
      - .15 per hour after five (5) years;
      - .25 per hour after ten (10) years;
      - .35 per hour after fifteen (15) years; and
      - .45 per hour after twenty (20) years.
    - 1989-90
      - .20 per hour after five (5) years;
      - .30 per hour after ten (10) years;
      - .40 per hour after fifteen (15) years;
      - .50 per hour after twenty (20) years.
  2. Secretarial/Clerical
    - 1988-89
      - \$ 7.00 per week after five (5) years;
      - \$13.00 per week after ten (10) years;
      - \$19.00 per week after fifteen (15) years; and
      - \$25.00 per week after twenty (20) years.

ARTICLE XIV - COMPENSATION (continued)

1989-90

\$ 8.00 per week after five (5) years;  
\$14.00 per week after ten (10) years;  
\$20.00 per week after fifteen (15) years; and  
\$26.00 per week after twenty (20) years.

3. Food Service

1988-89

An additional (05) cents per hour after five (5) years.  
An additional (05) cents per hour after ten (10) years.  
An additional (05) cents per hour every five (5) years thereafter.

1989-90

An additional (05) cents per hour after five (5) years.  
An additional (05) cents per hour after ten (10) years.  
An additional (05) cents per hour every five (5) years thereafter.

- E. The Board agrees to pay the legally specified contribution to the Michigan Public School Employee Retirement Fund.
- F. New employees shall be hired in at the probationary rate of pay. All employees shall advance on the salary schedule on July 1 of each year.
- G. The probationary rate is applicable for the first forty (40) work days of employment only.
- H. Food Service Employees covered by this Agreement shall be eligible to receive a maximum yearly reimbursement of one-hundred and seventy (\$170.00) dollars for needed uniform purchases. Payment will be prorated on the basis of 1/180th of the sum for the year, paid for each day worked during the year.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any individual contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.
- D. This Agreement is subject to amendment, alteration, waiver or modification only by a subsequent written agreement between, and executed by, the District and the Association. Means of execution by each party shall be governed by the rules, regulations and/or bylaws of each party.

ARTICLE XVI - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1988 and shall continue in effect for two (2) years, until the 30th day of June, 1990, unless reopened by the mutual request of both the Association and the Board of Education.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.



ARTICLE XVII - CLASSIFICATION COMMITTEE

- A. A Classification Review Committee is herein established for the purpose of studying the current classification structure of employee positions. No fewer than three (3) Association members will serve on the committee and no more than three (3) administrators.
- B. The nature and content of the findings of the committee will be subject to negotiations at the expiration of this Agreement upon negotiations for a successor agreement if either party chooses to make such proposals.

ARTICLE XVIII - BINDING EFFECTIVE AGREEMENT

This agreement shall be binding upon the parties hereto, their successors and assigns.

EATON RAPIDS BOARD OF EDUCATION

EATON RAPIDS SUPPORT PERSONNEL  
ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Eaton Rapids Support Personnel Association

Appendix A - SECRETARIAL/CLERICAL WEEKLY SALARY SCHEDULE

Services

- 001 to High School Main Office
- 002 to Middle School Office
- 003 to Accounts Payable/Central Office
- 004 to Elementary Office
- 005 to Assistant High School Principal
- 006 to Assistant Middle School Principle
- 007 to Community Education
- 008 to Counseling/Library
- 009 to Special Services/Sub Caller
- 010 to Transportation

7/1/88-12/31/88	<u>001-003</u> P \$267.26 1 370.79	<u>004-010</u> P \$246.19 1 350.94
1/1/89-6/30/89	<u>001-003</u> P \$275.28 1 381.91	<u>004-010</u> P \$253.58 1 361.47
July 1, 1989	<u>001-003</u> P \$291.77 1 404.79	<u>004-010</u> P \$268.77 1 383.12

APPENDIX A - AIDE HOURLY SALARY SCHEDULE

Services

011 Library/Special Education Aides  
012 Other School Aides

7/1/88-12/31/88	<u>011</u>	<u>012</u>
	P \$5.04	P \$5.04
	1 6.10	1 5.93
1/1/89-6/30/89	<u>011</u>	<u>012</u>
	P \$5.19	P \$5.19
	1 6.28	1 6.11
July 1, 1989	<u>011</u>	<u>012</u>
	P \$5.50	P \$5.50
	1 6.66	1 6.48

FOOD SERVICE HOURLY SALARY SCHEDULE

7/1/88-12/31/88

<u>Classification</u>	<u>Hourly Probationary Rate</u>	<u>Hourly Base Rate</u>
Head Cook	\$6.90	\$7.22
Head Baker	6.90	7.22
Head Salad Maker	6.90	7.22
Cook	6.47	6.79
Baker	6.47	6.79
Salad Maker	6.47	6.79
Cafeteria Helper	6.05	6.37

1/1/89-6/30/89

<u>Classification</u>	<u>Hourly Probationary Rate</u>	<u>Hourly Base Rate</u>
Head Cook	\$7.11	\$7.44
Head Baker	7.11	7.44
Head Salad Maker	7.11	7.44
Cook	6.66	7.44
Baker	6.66	6.99
Salad Maker	6.66	6.99
Cafeteria Helper	6.23	6.56

July 1, 1989

<u>Classification</u>	<u>Hourly Probationary Rate</u>	<u>Hourly Base Rate</u>
Head Cook	\$7.54	\$7.89
Head Baker	7.54	7.89
Head Salad Maker	7.54	7.89
Cook	7.06	7.89
Baker	7.06	7.41
Salad Maker	7.06	7.41
Cafeteria Helper	6.60	6.95



Eaton Rapids Support Personnel Association

APPENDIX B - Grievance Report Form

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Grievance # \_\_\_\_\_ School District \_\_\_\_\_ Distribution of Form  
1. Superintendent  
2. Principal/Supervisor  
3. Association  
4. Grievant

Submit to Supervisor/Principal in Duplicate

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STEP I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

C. Disposition of Supervisor/Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date  
of Supervisor/Principal

D. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

(continued)

Eaton Rapids Support Personnel Association

APPENDIX B - Grievance Form (cont.)

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STEP II

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

STEP III

A. Date Recieved by Board of Education or Designee: \_\_\_\_\_

B. Disposition by Board or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

Eaton Rapids Support Personnel Association

APPENDIX B - Grievance Form (cont.)

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STEP IV

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition & Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Note: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_  
19\_\_, will be strictly observed in the settlement of grievances.

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