

8/31/96

MASTER CONTRACT

Between

THE BOYNE CITY BOARD OF EDUCATION

and

**BOYNE CITY/ MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

(MESPA)

1993 - 1994

1994 - 1995

1995 - 1996

Boyer City Public Schools

AGREEMENT
 BETWEEN THE
 BOYNE CITY PUBLIC SCHOOLS
 AND
 BOYNE CITY/MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
 1993-94
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TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	RECOGNITION	2
ARTICLE II	RIGHTS OF THE BOARD	3
ARTICLE III	MAINTENANCE OF MEMBERSHIP	4
ARTICLE IV	ASSOCIATION RIGHTS	6
ARTICLE V	NON-DISCRIMINATION	8
ARTICLE VI	SENIORITY	9
ARTICLE VII	HOURS OF WORK	10
ARTICLE VIII	HIRING, VACANCIES, PROMOTIONS AND TRANSFERS	12
ARTICLE IX	STAFF REDUCTION	14
ARTICLE X	PAID LEAVES	15
ARTICLE XI	UNPAID LEAVES	18
ARTICLE XII	HOLIDAYS	19
ARTICLE XIII	VACATION DAYS	20
ARTICLE XIV	GRIEVANCE PROCEDURE	20
ARTICLE XV	INSURANCE COVERAGE	24
ARTICLE XVI	VEHICLE PROPERTY DAMAGE	26
ARTICLE XVII	FURTHER COMPETENCE	27
ARTICLE XVIII	PERSONNEL FILES AND EMPLOYEE COMPETENCE	28
ARTICLE XIX	ASSOCIATION DAYS	30
ARTICLE XX	INCLEMENT CONDITIONS	31
ARTICLE XXI	NO STRIKE CLAUSE	32
ARTICLE XXII	BARGAINING UNIT MEMBER PROTECTION	33
ARTICLE XXIII	ENTIRE AGREEMENT	34
ARTICLE XXIV	SEPARABILITY	35
ARTICLE XXV	GENERAL	35
ARTICLE XXVI	DURATION OF AGREEMENT	36
APPENDIX A	WAGE SCHEDULE	37
APPENDIX B	GRIEVANCE REPORT FORM	41

PREAMBLE

This Agreement is entered into by and between the Board of Education of Boyne City Public Schools (hereinafter called the Board) and the Boyne City Michigan Educational Support Personnel Association (MESPA) (hereinafter called the Association).

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its supportive staff personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate negotiations have reached certain understandings which they desire to record.

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes MESPA as the sole and exclusive bargaining representative for all full time and regular part time bus drivers, custodians, secretaries and cafeteria employees of the Boyne City Public Schools; excluding confidential employees, supervisors and all other employees.
- 8. The term "bargaining unit member", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. The Board agrees not to negotiate with any organization or union other than the Association for the duration of this agreement for this bargaining unit.

ARTICLE II

RIGHTS OF THE BOARD

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees;
 2. Hire all employees and determine their qualifications and the conditions of their continued employment subject to provisions of law;
 3. Promote, transfer and assign all employees;
 4. Determine the size of the work force, and to expand or reduce the work force;
 5. Adopt rules and regulations;
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, 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.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required to members of the Association, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct 1066 (1986), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA), of any funds collected from him/her pursuant to provision A above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedures.

NOTE: The above does not apply to the following employees: (Flora Jensen, Judy Anthony, and Sue Dunnette), who are members of the bargaining unit and who do not, at this time pay either the dues or service fee.

In the event that any of the above named employees at a future date changes his/her mind and decides to join the union, or pay the service fee, then this waiver will no longer be applicable to that individual from that point on.

- B. The authorized deduction of dues and service fees shall be made from the first regular paycheck each month, September through June. The employer agrees to remit to the Union within five (5) work days, all monies so deducted accompanied by an alphabetical list of employees from whom deductions have been made.
- C. The MESPA shall notify the board thirty (30) days prior to any change in its dues or fees.
- D. The Association shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken, or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.
- E. Upon appropriate written authorization from the bargaining unit members, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for existing program contributions on any other plans or programs jointly approved by the Association and the employer.
- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedure in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- G. Transportation Coordinator: The transportation coordinator position shall be a bargaining unit member, subject to the right of the Board to make the position supervisory. The Board shall give the Association and transportation coordinator 60 day written notice of their intention to make the transportation coordinator position a supervisory/ administrative position. Upon expiration of the sixty (60) days, the transportation coordinator shall not be represented by the Association and shall not have any rights under the terms of this Contract.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided such use does not interfere with school activities and/or duties of the employees, and provided that advance approval has been obtained from the superintendent or his/her designee at least forty-eight (48) hours prior to the scheduled meeting. The Board may charge the Association for special custodial service when necessary. Damages to district equipment, facilities and other school properties attributed to Association use may be charged to the Association.
- B. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Upon arrival such representatives shall notify the building office of their presence in the building.
- C. The school district shall allow bargaining unit members to post union notices as they relate to union business on district provided bulletin board space.
- D. Use of district equipment including typewriters, mimeograph machines, photocopying machines and the like may be granted to Union upon request by a local MESPA officer if the equipment is not otherwise in use. The MESPA shall pay all costs incurred for materials.
- E. MESPA members shall have the right to distribute MESPA material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.
- F. Whenever the president of the local affiliate of the MESPA or her/his designee is mutually scheduled between the Association and Administration during working hours, to participate in conferences, meetings or negotiations, she/he shall suffer no loss of pay.
- G. The board shall make available in each school, adequate restroom facilities, free from student use, for the bargaining unit member's use, (provided this is not grieved by the other bargaining unit). There shall be designated an appropriate area where smoking shall be permitted.

H. The rights granted herein to the MESPA and bargaining unit members shall not be granted or extended to any other competing labor organization.

ARTICLE V

NON-DISCRIMINATION

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with the activities of any employee organization.

ARTICLE VI

SENIORITY

- A. Seniority shall be defined as length of service within the district, as of the bargaining unit member's first working day. Seniority classification shall be: custodial, secretarial, cafeteria and bus drivers. When a bargaining unit member leaves a seniority classification his/her seniority will be frozen in that seniority classification. When he/she returns to the seniority classification, that seniority will be unfrozen.
- B. A full year of seniority shall be given to each bargaining unit member for working eight (8) hours per day as defined by each classification. Those who work less than a full day shall have their seniority pro-rated.
- C. There shall be no seniority among probationary employees until satisfactory completion of the probationary period, at which time seniority shall be retroactive to the date of hire as a bargaining unit member.
- D. A bargaining unit member shall lose seniority rights if he/she retires, resigns, or is discharged for just cause, and is no longer an employee of the district.
- E. A new bargaining unit member shall be considered to be probationary until he/she successfully completes sixty (60) work days in the district. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. Such determination will be given to an employee upon his/her request.

The above provision shall be applied to bus drivers as follows: Thirty (30) days of the Sixty (60) probationary days shall be served during the period between December 15th and March 15th. For example: A driver hired on September 1st shall serve 30 work days probation beginning September 1st and the remainder of the 30 work days beginning December 15th.

- F. In the case of more than one individual bargaining unit member beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.

ARTICLE VII

HOURS OF WORK

- A. All time worked over forty (40) hours, Monday through Friday, will be paid at the rate of time and one-half (1 1/2). Holidays and Sundays shall be paid at two (2) times the bargaining unit member's rate of pay for all hours worked.
- B. The normal custodial work day will be eight (8) hours per day, Monday through Friday, fifty-two (52) weeks per year.
- C. On days that students are not regularly scheduled, at the discretion of the superintendent, the afternoon shift may be allowed to work days. However, if an evening public meeting or classes are being held in the school building, one (1) custodian may be required to work.
- D. The lunch period will be thirty (30) minutes, unpaid, uninterrupted, if the bargaining unit member works four (4) hours or more per day.
- E. Exception: The normal summer work day for custodians will be 7:00 a.m. to 3:30 p.m.
- F. Overtime shall be divided and rotated as equally as possible. Overtime for custodians will be divided on the basis of buildings. Overtime for secretaries will be divided on the basis of buildings and area of work. Overtime for cooks will be divided on the basis of buildings and area of work.
- G. Extra school bus trips shall be divided and rotated as equally as possible according to seniority. The seniority list, or lists, shall be prepared by the transportation supervisor. When there are short runs, a mutually agreed upon list will be used by the supervisor for assignment. In case of an emergency, the supervisor shall assign the extra trip or take the trip himself. The Association shall assign three bus drivers to the emergency duty each month. If the three assigned bus drivers and transportation supervisor can't take the run, it will be assigned by inverse seniority.
- H. Bargaining unit members who work seven (7) hours or more per day, shall receive two (2) fifteen (15) minute relief periods per day. One (1) relief period during the first half of the work day and one (1) relief period during the

second half of the work day. Bargaining unit members who work less than seven (7) hours per day but four (4) or more consecutive hours per day shall receive one (1) fifteen (15) minute relief period per day.

- I. Whenever a bargaining unit member is called back to work after the completion of or prior to the start of the bargaining unit members regularly scheduled work hours, the employee shall receive the pay for actual time worked or a minimum of two (2) hours pay at the bargaining unit members straight time hourly rate, whichever is the greater. This section does not pertain to bus drivers.
- J. Whenever a bus driver takes an extra trip, he/she shall receive the pay for actual time worked or a minimum of one (1) hour pay at the bargaining unit member's rate, whichever is greater.

ARTICLE VIII

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. Before any position in the bargaining unit is filled by transfer or recruitment, a notice shall be posted of the position and general qualifications, if any, on each bulletin board in each school for a period of five (5) days; provided, however, in the event less than five (5) school days constitute posted notice, an officer of the Association shall be personally notified of the posted notice contemporaneously with posting. Notice shall be posted before recruiting commences.
- B. System-wide transfers upon the request of a bargaining unit member shall be given preference based upon the following criteria:
1. Qualification
 2. Seniority in classification
 3. Total years in the system area provided, however, that assignments and the filling of vacancies shall at all times be determined exclusively by the discretionary determination of the Board. The responsibility of determining qualification of the bargaining unit member shall be an Administrative function. If the Association disagrees, the assignment to the vacancy may be brought up through the appeal procedure.
- C. All applications pursuant to paragraph B. hereinabove shall be filed by the bargaining unit member by personally delivering the request to the superintendent or at the election of the bargaining unit member by mailing the request to the office of the superintendent by first class certified mail with return receipt requested in which latter event the date of delivery shall be deemed the date application for transfer is made.
- D. Assignment to vacancies shall be based on ability to perform all of the needed duties for the position and then seniority within classification of the vacancy.
- E. The responsibility of determining qualifications of the bargaining unit member shall be an Administrative function. If the Association disagrees, the assignment to the vacancy is limited to being brought up through the appeal

procedures, as set forth in Article VIII, Section F.

- F. Appeal Procedure. If a bargaining unit member believes that he/she has not received proper consideration in the awarding of a vacancy, promotion or transfer, he/she may appeal the decision in writing to the superintendent within five (5) work days of being notified he/she is not being awarded the position. Upon receipt of the written appeal the superintendent will arrange a meeting with the bargaining unit member to discuss his/her belief that he/she did not receive proper consideration over the awarding of the position. The superintendent will give a written decision to the bargaining unit member within five (5) work days of the meeting. If the bargaining unit member is not satisfied with the written explanation given by the superintendent he/she shall have an opportunity to meet and appeal the decision with the Board of Education at the Board's next regularly scheduled meeting.

The Board will review and hear the bargaining unit member's appeal and will render a written decision to the bargaining unit member within ten (10) work days of the meeting. However, the Board's decision is final.

This particular article is not subject to the grievance procedure as incorporated in this Agreement. The bargaining unit member has the right to be represented by her/his Association representative throughout the above appeal process.

- G. In the event of promotion or transfer, the bargaining unit member shall be given a 20 work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards 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. During the trial period the position may be filled by substitutes at the employer's discretion.

ARTICLE IX

STAFF REDUCTION

- A. When there is a reduction in a specific classification, as defined in sub-paragraph B, employees currently serving in that classification shall be laid off commencing with the least senior employee. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided they are properly qualified and able to perform all the needed duties for the position.
- B. Classifications are defined as: custodial, cook, secretary, clerk, transportation coordinator, and bus driver.
- C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association president by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency.
- D. Laid off bargaining unit members shall be rehired in accordance with classification seniority; that is, the bargaining unit member with the greatest seniority in a classification shall be rehired first, provided they have the ability and are able to perform the duties of the job that is open.
- E. When rehiring laid off bargaining unit members, the school district will notify them by certified mail at the last known address. It shall be the duty of the member on layoff to provide their current mailing address to the Administration. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated. Seniority bargaining unit members shall have recall rights up to eighteen (18) months from the date of layoff.

ARTICLE X

PAID LEAVES

A. Bargaining unit members absent from duty on account of illness or disability as defined in this section shall accumulate paid sick leave days as follows:

1. School term bargaining unit members shall receive ten (10) sick days per calendar year.
2. Twelve month bargaining unit members shall receive twelve (12) sick days per calendar year.

Provided, however, that any new hires after the ratification of the 1984-87 Agreement shall be subject to the following accumulation schedule:

1. School term culinary and transportation bargaining unit members shall receive nine (9) sick days per school year.
2. School term secretary bargaining unit members shall receive ten (10) sick days per school year.
3. Twelve month bargaining unit members shall receive twelve (12) sick days per school year.

B. Bargaining unit members shall be credited with a sick leave day at the end of each calendar month worked provided the bargaining unit member has worked the majority of their scheduled work days in that month. A sick day is equal to the normal work day hours of the bargaining unit member in that month.

C. Each bargaining unit member shall be entitled to an unlimited accumulation of unused sick leave.

D. The Board of Education may request a statement to verify the ability/inability to return to work after five (5) consecutive work days of illness or disability leave from a licensed and practicing physician in the State of Michigan. If, however, the bargaining unit member is disabled or becomes ill while out of the State, he/she will be required to contact the school system by the most expedient means and may subsequently be required to furnish a physician's statement.

E. If a bargaining unit member uses twelve (12) or more sick

days in a given school year, the Board may request a physician's statement for each day thereafter.

- F. The Board reserves the right at its expense to verify the findings or certification of the bargaining unit member's physician (licensed and practicing in Michigan). Bargaining unit members shall present themselves at reasonable times and places when requested by the superintendent for purposes of such evaluation by the Board's physician. Should the finding of the Board's designated physician disagree with the members physician, the member may elect to have a third opinion rendered by a physician chosen mutually by the Board and the Association. Such third opinion shall not be considered as binding on the parties. This sub-paragraph shall not be considered applicable to Worker's Compensation issues.
- G. To qualify for sick leave allowance, bargaining unit members must notify the immediate supervisor as early as possible, but no later than one (1) hour before the scheduled work day begins except in cases of emergency.
- H. A bargaining unit member who suffers injury or disease which is compensable under Michigan Worker's Compensation shall continue to receive the amount of regular pay by having their sick leave reduced by the difference between his/her net pay for regular work hours and his/her Worker's Compensation pay for the duration of his/her accumulated sick leave.
- I. Leaves of absence with pay chargeable against the bargaining unit member's allowance in addition to illness shall be granted for the following:
 - 1. A total of three (3) days per school year for critical illness in the immediate family. Additional days may be used in unusual circumstances if granted by the Superintendent.
 - 2. Time necessary for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance but not to exceed one (1) day may be granted by the Superintendent.
- J. Leaves of absence with pay not chargeable against the bargaining unit member's sick allowance shall be granted for the following reasons:
 - 1. A maximum of four (4) days per death in the immediate family of the bargaining unit member or the member's spouse. (The immediate family is considered to be the spouse, child, parent, grandparent, brother or sister.)

2. Absence when a bargaining unit member is called for jury service. The bargaining unit member shall receive the difference between his/her regular pay and jury pay.
3. Court appearance as a witness in any criminal case or in any case connected with the bargaining unit member's employment or the school, less any witness fee received by the bargaining unit member.
4. Two (2) days will be granted to take the selective service physical examination.
5. After the completion of two (2) semesters in the system, a maximum of two (2) days personal leave shall be allowed per school year where performance of personal or business obligations on the part of the bargaining unit member can only be performed on school time. Except during the last ten (10) days of a semester and for days before or after scheduled school calendar holidays and vacations personal leave days shall be freely granted upon written request to the immediate supervisor and the bargaining unit member's reason for such absence need not be stated. If taken during the last ten (10) days of a semester, before or after a holiday or vacation, the reason shall be stated.
 - a. A written request must be made at least forty-eight (48) hours in advance, except in the case of emergencies.
 - b. Days may not be used for personal financial gain, recreation or Union activities.
 - c. Normally, no more than two (2) employees from each job classification (culinary, bus drivers, secretaries, custodians) will be granted personal business days on any given day.

ARTICLE XI

UNPAID LEAVE

- A. Any bargaining unit member whose personal illness extends beyond the period compensated under Section A, Paid Leave, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability up to one (1) year. Upon return from leave, a bargaining unit member shall be assigned to the same position, if available, or to a similar position for which the Board determines the bargaining unit member to be qualified.
- B. Leaves of absence without pay may be granted upon application and approved for the following purposes: (There shall be no fringe benefits and seniority shall not accrue while on leave, except when benefits are required to be paid by law.)
1. Educational improvement through further training.
 2. Maternity leave, or leave for purposes of adopting a child (children) shall be granted upon application.
 3. Peace Corps leave which, however, shall be limited to not more than two (2) years.
- C. Military leaves of absence shall be granted to any bargaining unit member who shall be inducted or shall enlist for the minimum of military duty to any branch of the armed forces of the United States.
- D. Leaves of absence without pay shall be granted on an annual basis except that on receipt of application for leave pursuant to Section A. and B. herein above, at the request of applicant the leave may be granted for one (1) semester.

ARTICLE XII

HOLIDAYS

- A. Custodians shall be paid for the following holidays:

Labor Day	New Year's Eve Day
Thanksgiving	New Year's Day
Day after Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Day after Christmas Day	Three (3) floating holidays

- B. Secretarial/clerical and culinary bargaining unit members shall be paid for the following holidays:

Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

- C. Twelve (12) month secretaries shall be paid for the following holidays:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Day before and after Christmas, if a work day	

- D. If any of the above holidays fall on a Saturday it will be observed on the preceding Friday; if the holiday falls on Sunday, it will be observed the following Monday.

If school is in session on one (1) of the above holidays then another day will be allocated as the holiday.

- E. To be eligible for holiday pay, an employee must have successfully completed his/her probationary period.

ARTICLE XIII

VACATION DAYS

- A. Twelve (12) month bargaining unit members shall receive paid vacations as follows:

One (1) through four (4) years of service = ten (10) days;
Five (5) or more years of service = fifteen (15) days.

- B. Bargaining unit members have the right to choose the time of their vacation with the approval of their supervisor. Vacation time will not be accumulated. It must be taken or lost.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. Any bargaining unit member, group of bargaining unit members or the union, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance.
- B. The term "days" shall mean days when school is in session or calendar days if being applied prior to or after the regular school year.
- C. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:
1. Article VIII, Vacancies, Transfers and Promotions
 2. The discharge of Probationary employees
- D. Level I - Informal. The grievance must be discussed with the immediate supervisor within seven (7) days of the alleged violation, misinterpretation or misapplication; or within seven (7) days of when the aggrieved had knowledge thereof. Immediate supervisor is: Building Principal for cooks and secretaries, Transportation Supervisor for bus drivers, and Head Custodian for custodians.
- E. Formal - Level I. If no resolution is obtained within three (3) days of the discussion the grievance shall be reduced to writing within three (3) days and submitted to the immediate supervisor no later than six (6) days following the

discussion.

The immediate supervisor shall meet with the grievant within three (3) days of receiving the grievance in an effort to resolve the grievance. The immediate supervisor will give a written response to the union and the grievant within three (3) days of the meeting.

- F. Formal - Level II. - Superintendent. If the immediate supervisor's response is unsatisfactory or if no response is given, the grievance shall be appealed to the superintendent within ten (10) days of the informal meeting held with the grievant within three (3) days of receiving the grievance in an effort to resolve the grievance. The superintendent will give a written response to the union and the grievant within three (3) days of the meeting.
- G. Formal - Level III. - Board of Education. If the superintendent's response is unsatisfactory, or if no response is given, the grievance shall be appealed to the Board of Education within ten (10) days of the meeting with the Superintendent. The Board of Education will meet with the grievant in an effort to resolve the grievance. The Board of Education will give a written response to the union and the grievant within three (3) days of the meeting.
- H. If the Association is not satisfied with the disposition by the Board of Education, the grievance may be submitted to binding arbitration (1981-83 discharge cases only) within ten (10) days of receipt of the Board's answer or if no response is given, within twenty (20) days of the meeting with the Board.
- I. If the parties cannot agree to the arbitrator within five (5) days from notification that arbitration will be pursued, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
- J. The powers of the arbitrator are subject to the following limitations:
 - 1. The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this agreement.
 - 2. He shall have no power to establish salary scales.
 - 3. He shall have no power to change any practice, policy or rule of the board, nor substitute his judgment for that of the board as to the reasonableness of any such practice, policy, rule or any action taken by the board.

4. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.
5. He shall have no power to interpret state or federal law.
6. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
7. No arbitrator shall have the power or authority and no jurisdiction over matters within the exclusive jurisdiction of Courts and/or State and Federal agencies. in the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
9. Where no wage loss has been caused by the action of the board complained of, the board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

K. Miscellaneous Provisions:

1. The fee and expenses of the arbitration shall be shared at the rate of 50% for the Board and 50% for the Association.
2. Should an employee fail to institute a grievance within the specific time limits, the grievance will not be processed. Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
3. Should an employee fail to appeal a decision within the specific time limits, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

4. Grievances shall be filed and contain all specific information on the grievance form attached as Appendix B.
5. A bargaining unit member shall be entitled to have his/her union representative accompany him/her at any level of the grievance procedure.
6. Any grievance not filed or appealed within the above designated time limits shall be barred from further proceedings.
7. The decision of the arbitrator shall be final a conclusive and binding upon the bargaining unit member, the Board, and the Union, subject to the right of Judicial review.
8. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
10. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
11. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

ARTICLE XV

INSURANCE COVERAGE

- A. Each year during the contract the Board shall pay the premium for the following medical and hospital insurance program for all eligible bargaining unit members:

Blue Cross/Blue Shield of Michigan with Comprehensive Hospital Care Certificate 959-7 (Semi-Private), MVF-1 Preferred Group Benefit Certificate 1879-6, Prescription Drug Group Benefit Certificate 882-1 (Zero Co-Pay), Master Medical Supplemental Benefit Certificate 4794-4 (Option IV) with the following riders: CC 2286-3, XF-627, D45NM 2288, ML 1892, RPS 4832-2, FAE-RC 218-8, VST 4664, EF 1991, CLC 0662, PPNV-1 4639-1, Reciprocity, SD 4651-6, DC 4656-5, MMC-PD 4786, COB-3 540-5, SAT-11, SOT-PE, PD-MAC, GLE.

- B. In the above program the coverage shall be designated to the classification of coverage by the bargaining unit member's personal family group being: individual, if single, with or without dependents, or individual and spouse and children, if married with children.
- C. Each bargaining unit member eligible for medical and hospital coverage will receive \$15,000.00 Group Basic Term Life insurance with accidental death and dismemberment coverage, as has been the practice.
- D. No funds will be paid to the individual bargaining unit member. If both husband and wife work in the system, the foregoing benefits for both will not exceed one (1) full family coverage, however, the uninsured spouse's life shall be covered by a \$10,000.00 MESSA or comparable term policy as is presently the practice during such periods of husband/wife employment. The benefits of the insurance provisions shall run concurrently with the contract year.
- E. Bargaining unit members employed as of the ratification of the 1978-80 contract who work less than six (6) hours per day will receive fully paid the above single subscriber medical and hospital insurance premium.
- F. Bargaining unit member bus drivers employed as of the ratification of the 1978-80 contract will continue to receive fully paid the above full family medical and hospital insurance premium.
- G. Bargaining unit members hired after the ratification of the 1978-80 contract who work four (4) hours or more but less than six (6) hours per day will receive fully paid the above

single subscriber medical and hospital insurance premium.

- H. All bargaining unit member bus drivers hired after the ratification of the 1978-80 contract will receive fully paid the above single subscriber medical and hospital insurance if working less than six (6) hours per day. If working six (6) or more hours per day, the member will receive fully paid full family hospitalization medical insurance premium.
- I. Any bargaining unit member working six (6) hours or more will receive full paid the above full family medical and hospital insurance premium.

LONG TERM DISABILITY

- J. For all bargaining unit members who work thirty (30) or more regular hours of employment per week, the Board shall provide MESSA Plan I Long Term Disability Insurance, or, other LTD insurance comparable or equivalent. Benefits shall be paid at 66 2/3% of the salary up to a maximum monthly salary of \$2, 250.00 (Maximum benefit level = \$1,500.00 per month) and shall begin after the expiration of the greater of: (1) the bargaining unit member's accumulated sick leave, or (2) ninety (90) calendar days.

DENTAL INSURANCE

- K. For all bargaining unit members who work thirty (30) or more regular hours of employment per week, the Board shall provide SET 50/50/50 incentive plan (option M) with \$1,500.00 orthodontic benefits with coordination of benefits, or an equivalent Delta Dental Plan, or a dental program comparable or equivalent as agreed upon by the Association and the Board.

The Board will pay bargaining unit members retirement benefits in accordance with Act 244 of the Public Acts of the State of Michigan of 1974 being an act to provide for retirement systems for Michigan Public School Employees.

VISION

- L. For all bargaining unit members who work thirty (30) or more regular hours of employment per week, the Board shall pay the premiums for vision insurance through the MESSA VSP I plan.

ARTICLE XVI

VEHICLE PROPERTY DAMAGE

- A. The Board agrees to pay up to the sum of one hundred dollars (\$100.00) to reimburse a bargaining unit member for non-insurance covered damage inflicted upon the vehicle of said bargaining unit member provided that the damage of malicious destruction occurs during the duty time or special assignment of such bargaining unit member assigned parking lot or contiguous to the bargaining unit member's assigned building or activity if no such parking lot has been designated provided, however, the bargaining unit member in such instance shall first report the damage to the local police agency, make and furnish any requested written reports, sign a complaint against the person or persons alleged to have committed the act and testify as to damage if requested. In all instances before claiming reimbursement the bargaining unit member shall submit evidence in a letter form from the agent or insurance carrier that the inflicted damage is not covered under any insurance policy.

ARTICLE XVII

FURTHER COMPETENCE

- A. The Board will pay ASFSA dues for each culinary bargaining unit member working five (5) hours or more per day.
- B. The bargaining unit member shall apply to the superintendent for approval as to applicability in furthering the bargaining unit member's competence. The Board will reimburse bargaining unit members the cost of registration, meals, mileage and lodging to attend superintendent approved conferences and workshops.
- C. In the event funds are not available for expenses of attending workshops and conferences, the bargaining unit member will be allowed to attend the event with no loss of pay upon approval of the superintendent.
- D. The Board will pay full cost for each bus driver's required physical examination if the driver receives the physical from the Board's doctor. An equal amount will be provided if the driver receives the physical from other than the Board's doctors.
- E. Those culinary bargaining unit members certified by ASFSA will receive, in addition to their regular rate, ten (10) cents per hour.
- F. Bus drivers will be compensated at the prevailing minimum wage rate for each hour of attendance at bus driver training school.

ARTICLE XVIII

PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have a MESPA representative present at such review.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member believes the material placed, or to be placed, in her/his file is inappropriate or in error, she/he may receive adjustment, provided cause is shown, through legal action whereupon the material shall be corrected or expunged from the file. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.
- C. Evaluation is an on-going process of the performance of a bargaining unit member as conducted by on-the-job observation and shall be in writing and followed by an evaluation conference. Evaluations shall be done at least once every year. If any evaluation is of a negative nature, a second evaluation shall be conducted if requested in writing by the bargaining unit member or the evaluator.
- D. The monitoring or observation of the performance of a bargaining unit member which may be included in the evaluation shall be conducted with full knowledge of the bargaining unit member unless the circumstance is of such a nature to preclude privacy or immediate access to the bargaining unit member in which event the bargaining unit member shall be notified as soon as possible but in no less than a twenty-four (24) hour period.
- E. In the event a bargaining unit member's evaluation is not positive, a conference shall be held between the bargaining unit member and the evaluator within ten (10) working days. The evaluation shall be done in duplicate with one (1) copy to the bargaining unit member and the second copy in the bargaining unit member's personnel file.

- F. If the evaluation is not acceptable, needs improvement or is in any way not positive, the reasons therefore shall be set forth in specific terms as a recommendation of the ways in which the bargaining unit member should improve his/her performance. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- G. The appraisal report used to evaluate bargaining unit members shall be jointly formulated by the Board and the MESPA and is not grievable.
- H. A bargaining unit member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a MESPA representative present. If representation is requested, no action will be taken for up to at least twenty-four (24) hours unless mutually agreed otherwise; or unless the situation is of such a serious nature to warrant immediate action.
- I. No employee shall be discharged, disciplined without just cause.

ARTICLE XIX

ASSOCIATION DAYS

- A. There shall be two (2) Board paid days (16 working hours) and six (6) unpaid days (48 working hours) available for Association business at the regular rate of pay of the member using the time for the paid Association time.
- B. The Association president will notify the superintendent at least twenty-four (24) hours in advance of the use of Association time and the name of the MESPA member using the time.
- C. MESPA members on the afternoon shift will be allowed a maximum of two (2) hours per month to attend an Association meeting. The lost time must be made up and the meeting cannot be held while students are in a regularly scheduled class. However, a bargaining unit member cannot attend the meeting if he/she must be on duty for a scheduled activity in a building.

ARTICLE XX

INCLEMENT CONDITIONS

- A. On inclement weather days, custodians will work their full shift upon arrival. All other employees will not be expected to report for work unless notified otherwise. Those required to work will be paid at their regular rate of pay for hours worked. Those not required to work will not be paid for those days.

ARTICLE XXI

NO STRIKE CLAUSE

- A. The Association and Board recognize that strikes and other forms of work stoppages during the life of this contract by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- B. The Board will not lockout any bargaining unit member during the life of this Agreement.

ARTICLE XXII

BARGAINING UNIT MEMBER PROTECTION

- A. Generally, bargaining unit members will not be assigned to work in a building alone as part of their regular work assignment, although under some circumstances this may be necessary.
- B. Job related assault upon an on-duty bargaining unit member shall be promptly reported to the immediate supervisor. The Board will assist the bargaining unit member in dealing with law enforcement and judicial authorities. Such Board assistance may include legal assistance if the Board approves, subject to the limits of the Board's liability insurance, provided that the bargaining unit member is not judged the guilty party in the incident.
- C. Time lost by a bargaining unit member for a job related assault shall not be charged against the bargaining unit member's sick leave provided that the bargaining unit member is not judged guilty in the incident and for the period not covered by the Board's Worker's Compensation Insurance.
- D. In the event a written complaint or charge is made against a bargaining unit member the bargaining unit member shall be given information with respect thereto and with respect to any investigation conducted by the Board if the complaint or charge is to be the basis of or included in any disciplinary action.

ARTICLE XXIII

ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alterations or addition only by subsequent written agreement between and executed by the Board and the Association. This contract supersedes any rules, regulations or practices of the Board contrary to the terms of this Agreement.
- B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement.
- C. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, then either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
- E. All individual contracts with bargaining unit members are subject to the terms of this Agreement
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days, if possible, after it is signed, and shall be presented to all bargaining unit members now employed or hereafter employed by the Board. The MESPA shall be provided with ten (10) copies, at no charge to it, for its use.

ARTICLE XXIV

SEPARABILITY

- A. If any provision of the Agreement shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, then such provision shall be deemed null and void but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXV

GENERAL

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit member working for the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations with respect to wages, hours, terms and conditions of employment. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, participation in activities of the Union or otherwise with respect to any terms or conditions of employment. It is likewise understood and agreed that the Union, its agents or members shall not discriminate against any employee as provided by Public Act 379.
- B. Bus drivers shall receive full reimbursement for the cost of chauffeur licenses.
- C. The lead custodian in each building will receive ten (10) cents per hour in addition to his/her regular hourly rate of pay.
- D. When a bargaining unit member is required to use his/her personal vehicle for school business, he/she will be paid according to board policy.

ARTICLE XXVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1993, and shall continue in effect through August 31, 1996. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE MESPA

FOR THE BOYNE CITY BOARD OF EDUCATION, BOYNE CITY, MI

BY: *Dave Dipzinski*
President

BY: *Robert Hissong*
President

BY: *Dave Bowman*
Chief Negotiator

BY: *Linda L. Simpson*
Secretary

BY: *Judy M. Foltelle*
Treasurer

RATIFICATION DATE September 12, 1994

MESPA Bargaining Team:
Dave Bowman, Chief Negotiator
Dave Dipzinski
Kathy Fruge
Shirlie Howie

School Board Bargaining Team
Richard May, Chief Negotiator
Dr. Robert Nakoneczny,
Superintendent of Schools

APPENDIX A
WAGE SCHEDULE

	<u>93-94</u>	<u>94-95*</u>	<u>95-96**</u>
<u>CUSTODIAN</u>			
Training Rate [120 work days)	9.79	10.00	10.00
Remainder 1st year	11.45	11.69	11.69
2nd year	12.38	12.64	12.64
<u>HEAD COOK</u>			
Training Rate (120 work days)	7.90	8.07	8.07
Remainder 1st year	9.32	9.52	9.52
2nd year	10.01	10.22	10.22
3rd year	10.65	10.87	10.87
<u>REGULAR COOK</u>			
Training Rate (120 work days)	7.22	7.37	7.37
Remainder 1st year	8.02	8.19	8.19
2nd year	8.64	8.82	8.82
3rd year	9.51	9.71	9.71
<u>PRINCIPAL'S SECRETARY</u>			
Training Rate (120 work days)	8.45	8.63	8.63
Remainder 1st year	9.18	9.37	9.37
2nd year	9.99	10.20	10.20
3rd year	10.86	11.09	11.09
<u>ASSISTANT PRINCIPAL & COUNSELOR'S SECRETARY</u>			
Training Rate (120 work days)	7.36	7.51	7.51
Remainder 1st year	8.09	8.26	8.26
2nd year	8.90	9.09	9.09
3rd year	9.77	9.98	9.98
<u>CLERK III/DIRECTOR'S SECRETARY</u>			
Training Rate (120 work days)	6.82	6.96	6.96
Remainder 1st year	7.40	7.56	7.56
2nd year	8.02	8.19	8.19
3rd year	8.68	8.86	8.86
<u>CLERK II: GENERAL TYPING /DATA ENTRY</u>			
Training Rate (120 work days)	6.27	6.40	6.40
Remainder 1st year	6.80	6.94	6.94
2nd year	7.36	7.51	7.51
3rd year	7.97	8.14	8.14

	93-94	94-95*	95-96**
<u>CLERK I: OFFICE HELP/RECEPTIONIST/CASHIER/PM</u>			
Training Rate (120 work days)	5.74	5.86	5.86
Remainder 1st year	6.19	6.32	6.32
2nd year	6.70	6.84	6.84
3rd year	7.24	7.39	7.39
<u>BUS DRIVERS</u>			
Base (based on 180 work days)	\$6,544	\$6,681	\$6,681
Mileage rate	.261	.266	.266

Bus Drivers hired after the 1984-85 school year:	\$6,544	\$6,681	\$6,681

Extra trips (per hour)	8.91	9.10	9.10
Mileage rate	.261	.266	.266

Transportation Coordinator (Not Supervisory)	8.95	9.14	9.14

The above stated training rate by classification shall also be used as an inservice training rate for employees who are requested to attend such inservice activities scheduled outside their normal work day/work year, except Bus Drivers who will use Extra Trip (per hour) rate for such duties.

* The above Salary Schedule for 1994-95 reflects a 2.1% increase over the SALARY SCHEDULE for 1993-94. If the CPIU- All Cities, US for MARCH 1994- MARCH 1995 is greater than 2.1%, the above Salary Schedule will be adjusted and paid retroactively to September 1994 to reflect the COLA, not to exceed an additional 1.2% to be made and paid as a lump sum on the last pay in June 1995.

** The above Salary Schedule for 1995-96 reflects no increase over the SALARY SCHEDULE for 1994-95. After the MARCH 1995 COLA amount is determined then the above SALARY SCHEDULE shall be adjusted by increasing the salary by 2.1% over the final 1994-95 salary. If the CPIU- All Cities, US for MARCH 1995- MARCH 1996 is greater than 2.1%, the above salary schedule will be adjusted and paid retroactively to September 1995 to reflect the COLA, not to exceed an additional 1.2%, over the above described 2.1 to be made and paid as a lump sum on the last pay in June 1996.

The bus driver who drives the vocational education route shall not be paid when the trip is not taken.

The Board will continue to pay the employer's share to the Public School Employees Retirement Fund for each bargaining unit member.

The step increase will occur on Sept. 1 each year. Persons employed after ratification of the 1980-81 contract will receive the step increase on their anniversary date (date of hire).

A work day is any day on which the employee is scheduled to work and performs any work on such day or is paid for that day.

ACCUMULATED SICK LEAVE INCENTIVE

In recognition of sick leave accumulated under Article X (Paid Leaves) of this contract each employee shall receive an additional percentage of hourly salary based upon the number of sick leave days accumulated as of the beginning of each school year prior to that year's allowance being added. Each accumulated day shall increase an employee's salary by 1/100th of a percent (.0001). EXAMPLE: An employee with 100 accumulated days would receive 1% in additional Schedule A hourly salary (.0001 x 100). A beginning employee, or an employee with no accumulated sick leave, would receive no additional salary under this provision.

Less than full time employee's sick leave days shall reflect partial days based on the appropriate fraction of an eight (8) hour day, as is currently the practice, and shall be adjusted based upon their individual contract status from year to year.

The percentage shall be paid on the employee's Appendix A Salary only. For Bus Drivers, the additional percentage shall only apply to their base annual salary; it shall not apply to the mileage rate or extra trip hourly rate.

ACCUMULATED SICK LEAVE TERMINATION PAY

An employee upon retirement or resignation shall be paid for all unused sick leave days accumulated during the last eight (8) years of employment (96 day maximum) with the District at the rate of eight dollars (\$8.00) per unused day. Any sick leave days used within the last eight years shall not be paid. EXAMPLE: An employee resigns with 125 accumulated sick leave days, 80 of which were accumulated over the last eight years of employment. The employee would receive (\$8.00 x 80) \$640.00 termination pay.

The daily rate of eight dollars (\$8.00 per day will be paid to those employees whose normal working day is eight (8) hours per day during the year the sick leave was accumulated. For employees working less than eight (8) hours per day, the eight dollars (\$8.00) per day shall be prorated based on their normal average working day during that year. EXAMPLE:

<u>YEAR</u>	<u>HRS/DAY</u>	<u>PRORATION</u>	<u>RATE</u>
1	2	2/8	\$2.00
2	4	4/8	\$4.00
3	5	5/8	\$6.25

The termination payment will be made by July 15th of the next fiscal year.

APPENDIX B

GRIEVANCE REPORT FORM

Grievance No.

Boyne City School District

Distribution of Form:

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Bargaining Unit Mbr.

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature _____ Date _____

C. Disposition of Supervisor: _____

D. Position of Grievant and/or Association: _____

Signature _____ Date _____

If additional space is needed in reporting Sections B 1 & 2 of Step I, attach an additional sheet. (Note: Continued on reverse side)

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

Q. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP IV

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator: _____

Signature

Date

NOTE: All provisions of Article XIV of this Agreement dated _____
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

