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6/30/2001

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MASTER AGREEMENT

between

**LOCAL 4621 (V.E.A.F.)
Michigan Federation of Teachers - AFT/AFL-CIO**

and

THE BOARD OF EDUCATION

of the

**VAN DYKE PUBLIC SCHOOLS
WARREN, MICHIGAN**

Van Dyke Public Schools

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AGREEMENT

This Master Agreement entered into between the Board of Education of the Van Dyke Public Schools, hereinafter referred to as the "District" and Van Dyke Public Schools Employees, Local 4621 of the Michigan Federation of Teachers **and School Related Personnel** (AFT/AFL-CIO), hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause and references to the female gender shall include male employees.

ARTICLE I

RECOGNITION

- A. The District recognizes that the Michigan Federation of Teachers, Local #4621, (AFT/AFL-CIO), pursuant to Act 336 of the Public Acts of 1947, as amended, as the exclusive representative of all employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. The unit shall be defined to include all full-time and regularly scheduled part-time Special Education Assistants, Developmental Kindergarten Assistants, **Media Assistants**, **Computer Assistants**, and Title I Assistants.

Excluded from the unit are Community Education employees, assistants; vocational educational employees, assistants, para-pros,; bus **assistants**; noon **assistants**; lunchroom, cafeteria **assistants**; office **assistants**; hall monitors, guards; parking lot attendants, guards; physical education and athletic department assistants; auditorium supervisor; general assistants; co-op workers, assistants; substitutes and all other employees.

"Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) and during the period of time required to post and fill vacancies.

ARTICLE II

DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by the Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work, starting and ending times, length of the workyear, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate employees, assign work to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the initiation of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE III

UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Bulletin Boards

The District shall allow the Union to use space on a bulletin board in each building owned or leased by the District in which bargaining unit members can post notices of Union recreational and social affairs, elections and appointments, meetings and educational classes. Other notices may be posted with the permission of the principal.

B. Wearing of Union Insignias

Union membership insignia or pins appropriate for normal wear may be worn by employees covered under this Agreement.

C. Use of Building Facilities

Upon authorization and in accordance with Board procedures, the Union shall have the right to use a designated area of a building owned or leased by the District for the purpose of conducting Union meetings at reasonable hours before or after the workday. The Union shall pay any additional custodial costs incurred by the District.

D. Required Meeting During Working Hours

Employees who attend meetings, conferences, negotiations, hearings, etc. shall be paid if required by the District to attend such meetings during their regular working hours.

E. Union Officials in School Buildings

Representatives of the Michigan Federation of Teachers shall be permitted to transact Union business on school property upon notification to the building supervisor. It is understood such activity will not result in a disruption of school operations.

F. Mailboxes

In building owned or leased by the District, the District agrees to make available to employees covered under this Agreement, a place to receive mail.

G. Union Mail

Mail from the Union shall be identified as such and may be distributed in designated mailboxes. The District shall in no way be held liable for any loss or damage to the Union distributed mail. In the event the postal service requires postage, or other costs, the Union will incur the costs.

H. Union Use of Equipment

The Union may use equipment owned by the District as provided below:

1. All work will be done before or after working hours or at duty free times.
2. The use of equipment must be requested of and approved by the building principal.
3. The use of approved equipment is not to interfere with the instructional program or administrative needs.
4. All work done will be in keeping with the purpose of this Agreement.
5. The Union agrees to reimburse the District for the cost of materials and supplies.
6. The Union agrees to reimburse the District for the repair of such equipment as a result of damage attributable to use by the Union.

UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

- I. Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas.
- J. All employees shall be entitled to duty free and uninterrupted unpaid lunch period of thirty (30) minutes per day.

Employees scheduled to work five (5) hours or more per day shall be entitled to two (2), fifteen (15) minute breaks per day. Employees scheduled to work at least three (3) hours but less than five (5) hours per day shall be entitled to one (1), fifteen (15) minute break per day.

Lunch and break schedules will be established by administration. The Union may make recommendations to the Administration regarding the scheduling of break time.

- K. It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with all notices to employee.
- L. A copy of complaints against an employee, evaluations or discipline which are to be placed in an employee's personnel file will be provided to the employee.

Employees shall have the right to review their personnel file in accordance with District procedures. A Union representative may be present during the review. Preemployment materials or other materials exempt by law may be excluded from the review.

An employee may write a rebuttal to information contained in their file, and the answer will be attached to the material in question.

ARTICLE IV

UNION SECURITY

A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:

1. Union membership dues; or
2. a Union representation service fee.

B. The payroll deduction of dues and service fees shall be considered as required under this Agreement. The District accordingly agrees to payroll deduct dues and representation service fees, pursuant to MCLA 408.477.

Each employee and the Union hereby authorize the District to rely upon and honor certifications of the local union financial officer or a designated representative of Michigan Federation of Teachers, regarding the amounts to be deducted each month.

C. Deductions for any calendar month shall be remitted to the designated Union financial officer, with an alphabetical list of names and addresses of all employees from who deductions have been made, no later than ten (10) calendar days following the date they were deducted.

The District shall additionally notify the Financial Officer of the Michigan Federation of Teachers of the name and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said Financial Officer by submission of an alphabetical list of all new hires since the date of submission of the pervious month's remittance.

D. In the event any employee challenges the level of representation service fee established by the Union, the parties shall meet to discuss the procedures to be utilized in reviewing the employees inquiry/appeal and will make a determination regarding the continued deduction and transmission of service fees during the inquiry/appeal.

E. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE V

DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. Non-probationary employees will not be disciplined or discharged without reasonable cause.

Confirmation of discipline or discharge will be issued in writing stating the reasons for the action.

- B. Employees shall, at their request, be entitled to the presence of a Union representative when said employees are called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action regarding his/her performance. If a meeting is scheduled for such a purpose, the employee will be so informed in advance. Personnel evaluations are excluded from this provision.

- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within ten (10) calendar days.

ARTICLE VI

VACANCIES

- A. The District shall post vacancies within the bargaining unit at the central office and in each building. Interested personnel shall apply in writing within four (4) working days from the published date of the vacancy notice.
- B. The most highly qualified applicant for a particular vacancy will be selected by the District, however, when in the determination of the District qualifications are equal, the most senior applicant will be granted the position.

A successful internal applicant will be placed on a twenty (20) workday trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may, at the District's option, be filled with a substitute.

Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of a quarter. In such instances, substitutes will be utilized to temporarily fill the position.
- D. Employees interested in being notified of vacancies which arise during the summer must **call the hot line number to get an updated list of current openings.**
- E. Vacancies shall not be posted when there are employee(s) eligible for recall under the conditions detailed in Article VIII, Section C.
- F. In the event a program is scheduled during the summer and assistants are needed, **currently employed assistants will be offered the first opportunity to work.**
- G. The District will send copies of job postings for other classified service positions **inside** of the bargaining unit to the Union President.
- H. **New hires must work six (6) months in their position before they may bid on another position inside the bargaining unit.**

ARTICLE VII

TRANSFERS IN THE ABSENCE OF A VACANCY

- A. The District reserves the right to transfer employees.
- B. Employees may request a voluntary transfer within a building or to a different building by filing a written request with the Personnel Office. These transfer requests will be kept on file for six (6) months.

ARTICLE VIII

LAYOFF, RECALL AND SENIORITY

A. SENIORITY

1. Seniority shall be defined as the length of continuous service to the district within the following classifications from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:

Chapter I Assistant
Library Assistant
Special Education and Developmental Kindergarten Assistant

Seniority shall not accrue while on layoff, on unpaid personal illness leave as provided in Article X, Section D, or for authorized unpaid leave in excess of twenty (20) days in a fiscal year (July 1 to June 30). Seniority will accrue during paid leaves of absence.

An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen.

Part-time employees working a full year shall receive a full year of seniority credit.

2. All newly hired employees shall serve a sixty (60) workday probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

Probationary employees shall not be entitled to leave days, however, upon completion of the probationary period, the employee will be credited with the paid leave days which he/she would have otherwise have earned during the probationary period. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

Probationary employees are subject to discipline and dismissal at the discretion of the District and shall have no recourse through the grievance procedure.

LAYOFF, RECALL AND SENIORITY (continued)

B. LAYOFF AND RECALL

In the event of a layoff, the following procedure shall be utilized:

1. Reassignment within classification:
In the event a reduction in staff is implemented, employees in affected positions within the above referenced classifications shall be reassigned to the position held by the least senior person within the classification.
2. Reassignment to another classification:
Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section B(1) who have frozen seniority within another classification as detailed in Section A(1). Reassignment in such instances shall be implemented in the same manner as under Section B(1).

- C. Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have frozen seniority provided they are qualified. Recall rights are restricted to non-probationary employees, and only for a period of 24 months from the effective date of layoff.

Employees will receive a minimum of ten (10) calendar days notice of recall. Such notice will be forwarded to the employee's last known address. Failure to return by the designated date shall be considered a voluntary resignation.

- D. The procedures detailed in Sections B and C shall not apply where certain bargaining unit employees have been scheduled in a position which is not scheduled for the full student instructional year.

ARTICLE IX

PAID LEAVE DAYS

- A. The abuse or misuse of paid leave time is cause for discipline up to and including discharge.
- B. Annually, each bargaining unit employee will be granted sick leave time equivalent to one week of the employee's scheduled work hours. Such sick leave time will be credited and available for use upon the employee completing his/her first, full workweek scheduled for the school year.

Unused days will accumulate from year to year to a maximum of ninety (90) days.

Days earned under this Article will be recorded in hours in accordance with each employee's regular daily schedule.

Sick leave may only be utilized to offset a loss of income due to:

1. Illness or disability of the employee.
2. **Two (2) days per school year** may be utilized to conduct a business transaction which is impossible to schedule outside of the employee's work schedule.

At least forty-eight (48) hours advanced notice must be given when applying for a business day unless the employee can demonstrate cause why the timely notice could not be provided.

3. Up to three (3) days per year may be used for serious illness of the employee's spouse or child residing at home.

The use of sick leave for other purposes is expressly prohibited.

- C. Up to three (3) days per incident may be granted for the attendance of a funeral of a family member. Family member shall be defined as an employee's father, mother, spouse, parent of spouse, sister, brother, grandparent, child or grandchild. **The three (3) days must be taken within fourteen (14) days of the date of the funeral.**

- D. Employees receiving Worker's Compensation pay will sign over the check(s) to the District within ten (10) days of receipt and will be paid from available sick leave accumulation.

PAID LEAVE DAYS (continued)

- D. Employees whose illness (including Worker's Compensation) extends beyond the time compensated under Section B shall be placed on an unpaid leave under Article X, subject to the following conditions:
1. The employee must provide a physician's statement reflecting the employee is unable to return to work.
 2. During the leave, the employee's position will be filled with a substitute.
 3. Upon notice from the employee's physician that the employee is capable of returning to work and assuming his/her regular duties, the employee will be returned to his/her position.
 4. Reinstatement rights are expressly limited to a one (1) year period from the last day the employee received a paid sick leave day at which time further employment rights shall terminate.
- E. Employees required to report for jury duty during working hours shall be released with pay provided they turn over any earnings (excluding mileage) received for jury duty. If not impaneled for all or part of a given day, the employee shall report to work.

ARTICLE X

UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application to the Superintendent **and Union President** which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- B. It is expressly understood the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. The denial of a leave request is not subject to the grievance procedure.
- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute. **If the leave of absence is six months or less, the employee is eligible to return to their same position. If the leave of absence is more than six months, the employee can return to a similar or next available position.**
- D. Seniority shall not accrue during unpaid leaves of absence in excess of twenty (20) workdays in a fiscal year.

ARTICLE XI

HOLIDAYS

- A. Employees shall receive holiday pay for those days which fall within the employees normal workyear, **except as designated below in this Article.**
- B. The designated holidays shall be Thanksgiving Day, Christmas Day and Memorial Day.

In the second year of this Agreement (1999-2000), Labor Day will be a paid holiday and in the third year of this Agreement (2000-2001), Good Friday will be a paid holiday.
- C. Employees must work the entire scheduled workday before and following the holiday to receive holiday pay.
- D. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday shall be considered the holiday.
- E. Probationary employees shall not be eligible for paid holidays.

ARTICLE XII

SCHOOL CANCELLATIONS

- A. In the event school is cancelled prior to the start of an employee's workday due to inclement weather or conditions not within the control of the District, employees shall not be required to report to work.

In the event the District is not required to make up such day(s) to receive State aid payments, employees will receive their regular rate of pay for the day(s). If the District is required to make up the day, no pay will be issued for the day(s).

- B. In the event school is cancelled after the start of an employee's workday due to inclement weather or conditions not within the control of the District, employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

ARTICLE XIII

INSERVICE

The District reserves the right to schedule inservice activities. In the first year and subsequent years of this Agreement, the District will schedule a ½ day paid inservice for this unit. The District will work with this unit to schedule and plan this inservice.

The Union may submit a written plan to the District outlining proposed inservice activities. The proposed plan will contain a statement of goals and objectives, a proposed agenda, recommended speakers and suggested time frame. Upon request of the Union, representatives of the District will meet to discuss the proposed plan.

ARTICLE XIV

ENTIRE AGREEMENT

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 of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XV

NO STRIKE CLAUSE

- A. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee 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 employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- B. The District agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the District from rescheduling employees due to a strike by another labor group or by the Union and/or certain of its members in violation of Section A.

ARTICLE XVI

LONGEVITY

- A. This Article shall take effect commencing with the 1992-93 fiscal year.
- B. Employees shall receive longevity pay in accordance with the following schedule, subject to the conditions set forth in Sections C and D:
 - After the completion of eleven (11) years of continuous service in the bargaining unit- \$100.00
 - After the completion of fifteen (15) years of continuous service in the bargaining unit- \$200.00Service outside of the bargaining unit and previous service with the District shall not be credited.
- C. The longevity stipends set forth in Section B shall be prorated for those eligible employees scheduled in a position which is not scheduled for the full student instructional year.
- D. Payments shall be made the last scheduled pay period in June.

ARTICLE XVII

INSURANCE

The Union President will be given copies of all insurance contracts and all subsequent changes.

- A. An eligible employee is responsible for completing any necessary forms and fulfilling any other requirements set forth by the insurance administrator(s)/underwriter(s).
- B. The Districts sole responsibility under this Article shall be for the payment of premiums on behalf of eligible employees.
- C. The District shall provide full monthly premium payments for a vision plan for employees regularly scheduled to work at least **twenty (20)** hours per week in a position which is scheduled to operate for a full school year.
 - 1. Probationary employees shall not be eligible.
 - 2. Assuming the employee completes his/her annual contractual obligation, premiums will be paid during the summer months.
 - 3. The District reserves the right to select and/or change insurance underwriters/administrators during the term of this Agreement. Provided reasonably similar coverage is maintained, changes in underwriters/administrators is not subject to the grievance procedure.
 - 4. Benefits will terminate upon resignation, retirement, layoff, during unpaid leaves or following the termination of services.
 - 5. The plan specifications will be reasonably similar to the plan specifications offered by Co-op Optical Services to Local 989 (AFSCME) during the 1989-90 fiscal year.
 - 6. An eligible dependent shall be defined as spouse and child under age 19 residing at home or under age 19 who still qualifies as a dependent for tax purposes under the Internal Revenue Code.
- D. The District shall provide a \$10,000 life insurance policy for employees regularly scheduled to work at least **twenty (20)** hours per week in a position which is scheduled to operate for a full school year. This will be effective September 1, 1998.

ARTICLE XVIII

WAGES

HOURLY RATE

1998-1999	\$ 8.15
1999-2000	8.31
2000-2001	8.48

The probationary rate will be \$7.87 during the length of this Agreement.

**Retroactive payments shall be restricted to those active and inactive employees on the date of ratification by the District who worked during the period between July 1, 1998 and the date of ratification by the District.

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Union shall designate one steward per building to handle grievances at Level One.

- C. The term "days" as used herein shall mean calendar days.

- D. Written grievances are required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. **Level One** - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. The steward may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative which may include a representative of Michigan Federation of Teachers, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall within thirty (30) days file a letter of intent to arbitrate with the Superintendent's office. The thirty (30) day period will be reduced to ten (10) days in cases involving a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.

GRIEVANCE PROCEDURE (continued)

Level Three - Within ten (10) days, the parties shall select an arbitrator from the following list. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

- | (District names five) | (Union names five) |
|-----------------------|--------------------|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

The names submitted will be restricted to those situations on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by placing the other party on written notice during the month of January in any given year or if an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve.

F. General Arbitration Provisions:

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties.
3. The parties may mutually agree to an arbitrator outside of the list provided above.
4. The cost of the arbitrator shall be divided equally between the parties.
5. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
6. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

GRIEVANCE PROCEDURE (continued)

- G. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:
1. Rule on an issue previously barred from the scope of the grievance procedures.
 2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
 3. Award compensatory or punitive damages.
 4. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date of the grievance was filed.
 5. Establish wage schedules.
 6. Rule on an issue involving employee evaluation.
 7. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C. etc.) when the employee or Union is seeking relief through these procedures.
- H. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the District, all further proceedings on a previously instituted grievance shall be barred.
- I. The Union 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.
- J. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in Section F(2).

ARTICLE XX

DURATION

All articles of this Agreement shall be effective upon ratification by the District and shall terminate on **June 30, 2001**.

In Witness Whereof, the parties execute this Agreement.

BY:

Mark Kedion

President - Board of Education
Van Dyke Public Schools

BY:

Patricia A. Krapp

President - Local 4621
Michigan Federation of Teachers

David C. Lovell

Secretary - Board of Education
Van Dyke Public Schools

8-17-98

Date

8-5-98

Date