

**2004 - 2007**

**MASTER AGREEMENT**

between

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

and

**THE BOARD OF EDUCATION**

of the

**VAN DYKE PUBLIC SCHOOLS  
Warren, Michigan**

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AFL-CIO  
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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 "member" when used hereinafter in this Agreement shall refer to all members 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 and School Related Personnel, Local #4621, (AFT/AFL-CIO), pursuant to Act 336 of the Public Acts of 1947, as amended, as the exclusive representative of all members in the local union in such unit for the purposes of collective bargaining with respect to, 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/Developmental Kindergarten Assistants/**Paraprofessionals**, Media Assistants/**Paraprofessionals** and Computer/Teacher Assistants/**Paraprofessionals**.

Excluded from the unit are Community Education employees, assistants; vocational educational employees, assistants, 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 member on a leave of absence (paid or unpaid), during the period of time required to post and fill vacancies and for sick and personal days.

## 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 members, transfer members, evaluate members, assign work to members, determine the size of the work force and to lay off members.
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 members, including physical conditions.
7. Determine the policy affecting the selection, testing or training of members providing such selection shall be based upon lawful criteria.

## ARTICLE III

### UNION AND MEMBER 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 members 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

Members 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 and School Related Personnel 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 buildings owned or leased by the District, the District agrees to make available to members covered under this Agreement, a place to receive mail.

#### G. Union Mail

1. Mail from the Union shall be identified as such and will 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.

2. **Email access will be established for all members.**

#### 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 and/or appropriate supervisor.
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.

## **UNION AND MEMBER RIGHTS AND RESPONSIBILITIES (continued)**

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.

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 members shall be entitled to duty free and uninterrupted unpaid lunch period of thirty (30) minutes per day.

Members scheduled to work five (5) hours or more per day shall be entitled to two (2) fifteen (15) minute breaks per day. Members 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 building principal and/or immediate supervisors. The Union may make recommendations to the building principal and/or immediate supervisors regarding the scheduling of break and lunch times.

K. It shall be the responsibility of each member to notify the District of any change of address or telephone number. The member's address and telephone number as it appears on the District's records shall be conclusive when used in connection with all notices to member.

L. A copy of complaints against a member, evaluations or discipline which are to be placed in a member's personnel file will be provided to the member.

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

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

**M. The district shall supply the Union President a Teacher Assistant/Paraprofessional calendar with starting and ending dates within 10 working days after the district calendar is set.**

## ARTICLE IV

### UNION SECURITY

- A. All members covered by this Agreement shall, as a condition of continued employment, following sixty (60) workdays from the effective date of this Agreement or sixty (60) workdays 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 member 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 and School Related Personnel, 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 members 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 and School Related Personnel of the name and addresses of members, 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 previous month's remittance.

By October 1<sup>st</sup> of each school year, the District shall provide the Union a list which shall include name, location, classification, number of hours worked and the seniority of each employee covered by the Agreement.

- D. In the event any member 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 member's 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 MEMBERS**

- A. Non-probationary members 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. Members shall, at their request, be entitled to the presence of a Union representative when said members 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 member 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 five (5) working days after a vacancy occurs 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. Members from the bargaining unit shall be awarded posted vacancies on the basis of seniority, qualifications and education. There is no assumed or implied priority in the sequence of above mentioned criteria. When the District determines qualifications are equal, the applicant **with the most seniority** will be granted the position.

A successful internal applicant will have a twenty (20) workday trial period in a 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 will 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 six (6) months from the effective date of assignment in the posted position.

- C. The reassignment of bargaining unit personnel granted a position will be filled within five (5) working days from the close of the posting.
- D. Members 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 member(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, the position(s) will be posted and currently employed qualified members will be offered the opportunity to work.
- G. The District will send copies of job postings **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 members upon notification to the Union President.
- B. Members 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.
- C. Members who are on a transfer may bid on job postings.

## ARTICLE VIII

### LAYOFF, REASSIGNMENT, 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 member's last date of hire. Seniority shall accrue and shall be applied within the classifications: referred to on Page 2, Article I, Section B, Paragraph 1.

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.

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

Part-time members, working less than 20 hours per week, shall receive a full year of seniority credit.

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

Probationary members shall not be entitled to leave days, however, upon completion of the probationary period, the member 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 member is absent, the probationary period shall be extended accordingly.

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

#### B. REASSIGNMENT

In the event of a reduction in staff, the following procedure shall be utilized:

1. Reassignment within classification:

The affected member will be notified, in writing, at least ten (10) days in advance.

In the event a reduction in staff is implemented, members in affected positions within the above referenced classifications shall be reassigned to the position held by the least senior person within the classification.

The member will be notified of any vacancies that exist at that time. The member will have the opportunity to accept any vacancy for which they are qualified.

## **LAYOFF, REASSIGNMENT, RECALL AND SENIORITY (continued)**

### 2. Reassignment to another classification:

Reassignment to another classification shall be restricted to members 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. LAYOFF AND RECALL

In the event of a layoff\*, the following recall procedures will be followed:

1. Members to be laid off shall be provided at least ten (10) days written notice of the impending layoff. The Union President shall receive a list from the District of the members being laid off the same date as the notices are issued to the member(s).
2. Laid off members 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 members, and only for a period of twenty-four (24) months from the effective date of layoff.
3. Members will receive a minimum of ten (10) calendar days notice of recall. Such notice will be forwarded to the member'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 members have been scheduled in a position which is not scheduled for the full student instructional year.

*\*Layoff – A reduction in staff due to a decrease of work or economic necessity (does not mean reduction in hours.)*

## ARTICLE IX

### PAID LEAVE DAYS

- A. The misuse of paid leave time is cause for discipline up to and including discharge.
- B. SICK LEAVE

Annually, each bargaining unit member will be granted **seven (7)** sick leave **days** which are equivalent to the member's scheduled work hours. Such sick leave time will be credited and available for use upon the member 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 member's regular daily schedule.

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

1. Illness or disability of the member.
2. Up to **seven (7)** days per year may be used for serious illness of the member's spouse or child residing at home.

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

- C. PERSONAL BUSINESS

Annually, each bargaining unit member will be granted **three (3)** personal business days per school year to conduct a business transaction which is impossible to schedule outside of the member's work schedule. Unused personal business days will be added into member's sick leave days.

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

- D. 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 a member'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.

- E. **Worker's Compensation**

1. Members receiving Worker's Compensation pay will **be allowed to augment their pay with sick leave accumulation.**
2. **Members receiving Worker's Compensation pay will be reinstated to their position when a district physician certifies the ability of the member to return to work.**

**PAID LEAVE DAYS (continued)**

- F. Members whose illness 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 member must provide a physician's statement reflecting the member is unable to return to work.
  2. During the leave, the member's position will be filled with a substitute.
  3. Upon notice from the member's physician that the member is capable of returning to work and assuming his/her regular duties, the member will be returned to his/her position.
  4. Reinstatement rights are expressly limited to a one (1) year period from the last day the member received a paid sick leave day at which time further employment rights shall terminate.
- G. Members 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 member shall report to work.

## ARTICLE X

### UNPAID LEAVES

- A. Any member interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application to the Personnel Director, Union President and Building Principal 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 member with a substitute. If the leave of absence is six (6) months or less, the member is eligible to return to their same position. If the leave of absence is more than six (6) months, the member 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.
- E. During an unpaid authorized Leave of Absence, a union member may work as a sub with the approval of the Board of Education or their representative and upon notification of the Executive Board of the Union or their representative.



## ARTICLE XI

### HOLIDAYS

- A. Members shall receive holiday pay for those days which fall within the member's normal workyear, except as designated below in this Article.
- B. The designated holidays shall be Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, Labor Day and Good Friday.
- C. Members 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 members shall not be eligible for paid holidays.

## ARTICLE XII

### SCHOOL CANCELLATIONS

- A. In the event school is cancelled prior to the start of a member's workday due to inclement weather or conditions not within the control of the District, members 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, members 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 a member's workday due to inclement weather or conditions not within the control of the District, members 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 in-service activities. In the first year and subsequent years of this Agreement, the District will schedule two (2) ½ **or one full day** paid in-service for this unit. The District will work with this unit to schedule and plan this in-service.

The Union may submit a written plan to the District outlining proposed in-service 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 members 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, during the term of this agreement. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any 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 member 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 members during the term of this Agreement. This provision shall not be construed to prohibit the District from rescheduling members 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. Members shall receive annual longevity pay in accordance with the following schedule, subject to the conditions set forth in Sections B and C:

After the completion of **ten (10)** years of  
continuous service in the bargaining unit ..... **\$150.00**

After the completion of fifteen (15) years of  
continuous service in the bargaining unit..... **\$250.00**

Service outside of the bargaining unit and previous service with the District shall not be credited.

- B. The longevity stipends set forth in Section B shall be prorated for those eligible members scheduled in a position which is not scheduled for the full student instructional year.

- C. Payments shall be made the last scheduled pay period in June.

**PARAPROFESSIONAL STIPEND**

**A \$50.00 annual stipend will be paid to members who successfully complete the paraprofessional requirements of the No Child Left Behind Act. This stipend will be paid the first pay date after students start the school year.**

## ARTICLE XVII

### INSURANCE

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

- A. An eligible member 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 members.
- C. The District shall provide full monthly premium payments for a vision plan for members 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 members shall not be eligible.
  - 2. Assuming the member 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 the same plan specifications as the PPVD VSP/Blue Service Plan as of January, 2001.
  - 6. An eligible dependent shall be defined as spouse of the member and child under age 19 residing at home and dependent children who are attending school full-time until the end of the year that they turn the age of 25 are entitled to optical benefits.
- D. The District shall provide a \$10,000 life insurance policy for members 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.
- E. **The member will have option to purchase dental insurance during the annual open enrollment period. The district will notify the members of the monthly rate prior to the open enrollment period.**

**ARTICLE XVIII**

**WAGES**

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
<b>0 to 2 years – Step 1</b>	<b>\$9.63</b>	<b>\$9.82</b>	<b>\$10.02</b>
<b>3 to 7 years – Step 2</b>	<b>\$9.83</b>	<b>\$10.03</b>	<b>\$10.23</b>
<b>8 and over - Step 3</b>	<b>\$10.03</b>	<b>\$10.23</b>	<b>\$10.44</b>

The probationary/**substitute** rate will be **\$8.11** during the length of this Agreement.



## 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 members 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 - A member 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 and School Related Personnel, 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.

## **GRIEVANCE PROCEDURE (continued)**

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 member shall have the right to process a grievance to Level Three.

Level Three - Within ten (10) days, the parties shall select an arbitrator. 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.

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.

### **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.

## **GRIEVANCE PROCEDURE (continued)**

6. Rule on an issue involving member 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 member or Union is seeking relief through these procedures.
- H. Should a member 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 a member or group of members 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 a member or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances, members 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).