

AGREEMENT

Between the

WOLVERINE COMMUNITY SCHOOL DISTRICT

and the

MICHIGAN EDUCATION ASSOCIATION

(Support Personnel)

July 1, 2011-June 30, 2012

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ARTICLE 1 – AGREEMENT

This agreement is entered into by and between the Wolverine Board of Education, hereinafter called the “Employer” and the Michigan Education Association, hereinafter called “MEA” or the union, through its local affiliate.

ARTICLE 2 – PURPOSE

- A. This agreement is negotiated pursuant to the Public Employment Relations Act, Act #336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The employer and the union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the employer, employees and the union. The employer and the union further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this agreement or of policies or regulations of the employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The provisions of this agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule or regulations of the parties which is in conflict with a provision of this agreement, except that the terms and conditions of employment shall, in all cases, be maintained at not less than the highest minimum standards in effect at the time this agreement is signed.

ARTICLE 3 – RECOGNITION

- A. The employer hereby recognizes the union as the sole and exclusive collective bargaining representative for all personnel, including those on leave, on a per diem, hourly or class rate basis, and personnel assigned to newly created position.
- B. Excluded from the bargaining unit are:
 - 1. Confidential positions which are defined as the superintendent’s secretary and the bookkeeper.
 - 2. Supervisory/administrative positions, which are, defined as the principals, the superintendent.
 - 3. Those employees represented by the bargaining agent N.M.E.A./M.E.A/N.E.A.
 - 4. Substitute employees.
 - 5. Casual employees working less than 5 hours per week.

- C. Unless otherwise indicated, the term “Employee” when used hereinafter in this agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE 4 – EXTENT OF AGREEMENT

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. This agreement shall supersede any rules, regulations or practices of the employer, which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.

ARTICLE 5 – BARGAINING UNIT WORK

The employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit except in emergencies when union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency will be defined as an unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation, which is not expected to be of a recurring nature.

ARTICLE 6 – PAYROLL DEDUCTION

- A. The board shall deduct from the pay of each employee from whom it receives authorization to do so, the required amount for the payment of dues or service fees. Such dues or fees accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the MEA no later than thirty (30) days after the deductions were made.
- B. The MEA shall notify the board thirty (30) days prior to any change in its dues or fees.
- C. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, which ever is later, join the association/union, or (2) pay a service fee to the association, pursuant to the association’s “Policy regarding objections to political-ideological expenditures” and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. 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. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the association, or its designee, no later than twenty (20) days following deduction.

- D. The procedure in all cases of involuntary deduction for violation of this article shall be as follows:
1. The MEA shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for involuntary deduction may be filed with the board in the event compliance is not effected.
 2. If the employee fails to comply, the MEA may file charges, in writing, with the board requesting involuntary deduction.
 3. The board, upon receipt of said charges and request for deduction shall immediately notify said employee that his/her services shall be subject to involuntary deduction.
- E. The union agrees upon request, to defend the employer, its officers or agents, in any suit brought against all or any of them regarding this article of the agreement and to indemnify the employer, its officers or agents for any costs or damages which may be assessed against all or any of them regarding this article of the agreement; provided, however, that:
1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and cost, if any, have resulted from negligence, misfeasance or malfeasance of the employer, its officers or agents; provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this agreement.
 2. The union has the right to choose the legal counsel to defend any such suit or action after consultation with the employer.
 3. If the employer, its officers or agents, elects to select its or their own counsel in any such suit, then the union shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the union, through counsel it selects after consultation with the employer, does represent the employer, its officers or agents in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
 4. The union, in defense of any such suit, after consultation with the employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this article.
 5. The union, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the employer, its officers or agents under this section, after consultation with the employer.
- F. Pursuant to Chicago Teachers Union v. Hudson, 106 S CT 1066 (1986), the union has established a “Policy regarding objections to political-ideological expenditures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative

or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL

EXPENDITURES

Upon timely objection, no individual required to pay a service fee to a local association affiliated with the Michigan Education Association (M.E.A.) shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and employee representation, which he/she opposes.

An individual who, in compliance with the administrative procedures established by the Director of the Michigan Education Association, objects to the use of a portion of his/her service fee to support such an ideological cause or political activity, shall be entitled to pay a reduced fee based upon the M.E.A. Director's determination of the percentage of the M.E.A. annual budget spent for ideological or political purposes unrelated to collective bargaining, contract administration, grievance adjustment and employee representation.

OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES

ADMINISTRATIVE PROCEDURES

Section I_

Objections under the policy regarding objections to Political-Ideological Expenditures ("the policy") shall be made by giving written notice to the Director of the Michigan Education Association. Notice shall be given in writing during the period of September 1 through the fifteenth of each year and shall specify those causes, programs and activities to which the individual objects or that the individual objects to the use of a portion of his/her service fee for any political activity or ideological cause unrelated to collective bargaining, contract administration, grievance adjustment and teacher representation. An objection must be renewed each fiscal year (September 1 to August 31).

Upon receipt of the objection, the director or his delegate shall determine first whether the cause, program or activity to which the individual objects is in fact an ideological cause or political activity within the meaning of the policy is one which is unrelated to organizing, collective bargaining, contract administration, grievance adjustment or employee representation.

Second, the director or his delegate, if he determines that in fact the cause, program or activity, to which the individual objects is an ideological cause or political activity, shall determine the prorata amount of the individual service fee that has been expended upon such cause, activity or program.

If the individual has objected to the use of a portion of his/her service fee for any political activity or ideological cause as defined herein, the director or his delegate shall determine (1) the prorata amount of the individual service fee that has been expended or will be expended on all such causes and activities and (2) the reduced fee accordingly required to be paid by the individual.

Upon written request, the director or his delegate shall provide to the individual, a copy of the approved budget for the year in question.

Section II

An individual dissatisfied with the determination of the director may appeal that determination to the M.E.A. Board of Directors. An appeal to the executive Board may be taken within thirty days of receipt of determination of the director. The appeal shall be taken by giving a written notice to the director, of the individual's desire to appeal his/her determination to the Board of Directors.

The individual, along with his/her notice of appeal, may submit to the board such written statements and other evidence in support of his/her position, as he/she deems necessary. The board shall reach a decision upon the appeal as soon as practicable, preferably within sixty days from receipt of the appeal. If the individual is dissatisfied with the decision of the board, he/she may further appeal by commencing or otherwise being bound by, appropriate proceedings in the Michigan Employment Relations Commission.

Section III

These procedures apply to the amounts remitted to the Michigan Education Association as well as amounts retained by the local associations affiliated with the Michigan Education Association.

The local associations shall reimburse the Michigan Education Association for any amounts rebated on its behalf under the policy.

ARTICLE 7 – GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, misinterpretation or misapplication of the express terms of this contract.
2. The aggrieved party is the person, persons, or the association making the claim.
3. The term employee includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A party of interest is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problems.
5. The term "days" shall mean "working" days unless otherwise stated.
6. Failure to receive a decision within prescribed time limits shall be deemed a refusal of the grievance and the grievance may be then filed at the next level.
7. If any bargaining unit member for whom a grievance is filed shall be fired but found to have been unjustly and without just cause for discharge, he/she shall be reinstated and given back pay for lost work time and their record cleared of any reference of the action.

8. A bargaining unit member who must be involved in the process of a grievance because he/she filed the grievance or was witness to the said grievance, that party bargaining unit member shall be excused from work with pay for this grievance processing purpose. This is to cover grievances, which cannot be heard other than during regular scheduled working hours.

B. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solution to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the rights of any bargaining unit member with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of the procedures.

- C. The association shall establish an association representative in each building who shall serve as the association grievance representative. The administration shall be notified as to whom are the association representatives. In the event that any association representative is a party of interest to any grievance, she/he shall disqualify her/himself and the association shall name a substitute.

D. Procedure:

1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended only by mutual consent in writing. The failure to move grievance within the time limits, it shall be considered as withdrawn.
2. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.
3. Levels of Action

Level 1

In the event a bargaining unit member believes there is a basis for grievance, the party shall discuss the alleged grievance with his/her supervisor and/or building principal within 20 days from when the grievance occurred or within 20 days of when said party would have had reasonable knowledge of occurrence.

Level 2

If the matter is not resolved during the informal discussion then the grievance shall be reduced to writing and filed with the principal. Within ten days a formal conference shall be held.

Level 3

Within five days of the formal conference the principal shall, in writing, render his/her decision to the aggrieved party. If the aggrieved party is not satisfied with the disposition of the presentation to the principal, then the grievance may be presented in writing to the superintendent.

Level 4

Within five (5) days of the receipt of the grievance the superintendent shall arrange for a conference with the grievant. Within ten days of the receipt of the grievance by the superintendent, she/he shall render in writing a decision as to solution.

Level 5

In the event the grievor is not satisfied with the disposition of his/her grievance at Level 4 or if the superintendent has rendered no decision within ten days of the receipt of the grievance, the grievance may be referred to the Board of Education's Review committee. This committee shall be composed of three members of the board and superintendent. Within ten days of the receipt of the written referral to the board, its review committee shall meet with the association for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing within ten days of the joint meeting of the grievance and board review committee. The grievor then has ten days to respond to the board of education.

Level 6

If the association is not satisfied with the disposition of the grievance or if no disposition has been made with the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The association must file within thirty (30) calendar days and notify the superintendent. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.

The parties shall share the fees and expenses of the arbitrator equally.

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

The decision of the arbitrator shall be binding on both parties and judgment thereon may be entered in any court of competent jurisdiction.

Individual employees may not arbitrate a grievance.

E. Rights of Representation:

The association representative at all meetings and hearings at any level of the grievance procedure may represent any party of interest.

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record and the same grievance cannot be processed again. However, if in the judgment of the association representative, the grievance affects a group of employees, the association may process the grievance at the same level within ten (10) days of withdrawal date.
2. The decisions regarding either proceeding to next level or dropping claims or resolution/denials of the grievance shall be placed in writing to all parties as stated on the grievance form.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant (s) in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with grievances shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be in the appendix of this agreement and the superintendent shall make copies available to the association.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination of and processing of the grievance.
7. If the grievance affects more than one building, then it may be filed directly with the superintendent at Level 4.

ARTICLE 8 – ASSOCIATION ACTIVITIES

- A. Meeting Facilities: The union shall have the use of the school facilities at reasonable hours for meetings provided that such use shall be without cost to the employer and shall not interfere with the primary educational use of the facilities. The union agrees to abide by the rules and regulations established by the employer for use of school facilities.
- B. Employee Communications: The union shall have the right to communicate with the bargaining unit members through the use of designated bulletin boards or sections thereof or the reasonable use of the employer's mail service. All materials shall bear the name of the union. No union materials of any kind shall be displayed on or about the physical facilities of the employer except on the designated bulletin boards and no displayed materials shall be derogatory neither to the employer nor to any employee. The union shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials so long as the employer is not negligent.

- C. Upon request to and approval of the superintendent, a qualified MEA member will be permitted to use the school typewriter and ditto machine. MEA shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. Union Responsibilities: The union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
- E. Union Representatives: The union shall promptly notify the employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- F. Concerted activities: The union agrees that it will in good faith cooperate with the employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the employer. The union and the board agree that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Acts.
- G. Union Activities: Except by the express agreement of the employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any union activities whatsoever, provided, however that this provision shall not prevent the authorized representatives of the union from having such reasonable contact with members of the union as shall be necessary to ascertain that the terms of this agreement are being observed.
- H. Whenever the president of the local affiliate of the MEA or her/his designee is mutually scheduled by the employer and MEA, during working hours to participate in conferences, meetings or negotiations or MEA activities that cannot be conducted after normal work hours, he/she shall suffer no loss of pay and when necessary, substitute service shall be provided.
- I. The employer shall provide, at no cost to the union, eighteen (18) hours per year of released time for the handling of union business as deemed appropriate by the union president.

ARTICLE 9 – EMPLOYEE RIGHTS AND PROTECTION

Section 1 – Nondiscrimination

- A. Pursuant to the Michigan Employment Relations Act, the employer hereby agrees that every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union; his/her participation in any activities of the union or collective negotiations with the employer, his/her institution of any grievance,

complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or applicable laws and regulations.
- C. The employer agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or place of residence.

Section 2 – Discipline

- A. Disciplinary Action: Any non-probationary employee who shall fail to maintain proper standards of conduct or to discharge his responsibilities shall be subject to such disciplinary actions as the employer shall determine but subject to the offense including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. Discipline shall be progressively applied. An employee shall have the right to defend himself in any disciplinary proceedings and shall not be disciplined, reprimanded or reduced in rank or compensation without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the union in writing.
- B. An employee shall be entitled to have present a representative of the union during any meeting, which leads to disciplinary action. When the employee who is to be disciplined makes a request for such representation, no action shall be taken with respect to the employee until such representative of the union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the agreement.

Section 3 – Files and Records

- A. An employee will have the right to review the contents of all records excluding initial references of the district pertaining to said employee originating after initial employment and to have a representative of the union accompany him/her in such review.
- B. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the employee is required to sign material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

Section 4 – Assaults

- A. Any job related assault upon an employee should be promptly reported to the employer. The employer will render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 5 – Employee Conduct

Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

- A. The performance of all duties with reasonable diligence and in a professional manner
- B. The prompt notification to the employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities per the employee's judgement.
- C. The prompt notification to the employer of any defective condition in the physical facilities of the district which may cause injury or damage or which may be required in order to provide proper maintenance.
- D. The prompt notification to the employer of a misuse, abuse or illegal use of any of the physical facilities of the district for which the employee has responsibility.
- E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the employer
- F. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this agreement including rules and regulations which may be from time to time adopted by the employer, which rules shall be deemed to be reasonable if no objection thereto has been filed in writing by the union within ten (10) days after posting and/or application.

ARTICLE 10 - MANAGEMENT RIGHT

- A. The employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and except as otherwise expressly provided in this agreement, the employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it by the laws and Constitution of the State of Michigan or of the United States of America and all rights and powers to manage, utilize and direct the activities of its employees.

ARTICLE 11 – WORK YEAR, WEEK, DAY

- A. The normal work year for school term employees shall be one hundred eighty-one (181) days. The Head Cook shall work two (2) days before and two (2) days after the school year

and may request additional days from the superintendent. The normal work year for all other employees shall be twelve (12) months beginning July 1.

- B. The normal workweek for all employees is Monday through Friday.
- C. The workday will be scheduled to occur between 6:00 a.m. and 11:00 p.m. Culinary staff will work 8½ hours per day; aides and tutors, 7 hours per day and secretarial, 8 hours per day; kitchen helper, 6½ hours per day; janitors 8½ hours per day including an uninterrupted lunch period of 30 minutes duration. If the lunch period is interrupted then it shall be a paid lunch period. The employer shall assign the working hours. The minimum call-in emergency situations shall be two (2) hours. Positions may be created which are more/less than the above hours but not so as to reduce above hours for current positions. (Custodian's hours may be changed if need to be flexible).
- D. All employees who work seven (7) hours or more per day will be entitled to two (2) fifteen (15) minute relief times except that an employee working less than seven (7) hours per day may receive one (1) fifteen (15) minute relief time excluding bus drivers. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.
- E. For all those employees who are either assigned to a building or department, overtime shall be divided and rotated as equally as possible according to seniority within that classification who regularly perform that work.
- F. Time and one-half will be paid for all time worked in excess of forty (40) hours in one week for which overtime has not already been earned.
- G. No employee will be required to take time off from his or her normal scheduled work during the week in place of overtime.
- H. All overtime work must have the approval of the Superintendent of Schools or his/her designated representative before such work is performed.
- I. Employees shall be granted a ten-minute period prior to the end of the work shift in which to put away equipment and supplies.
- J. Nothing in this agreement shall require the employer to keep offices – school and administration – open in the event of inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, school year employees shall not be required to report to their job assignments and shall suffer no loss of salary. Full year employees of Wolverine Community Schools will receive the equivalent of three (3) act of God days off without loss of pay, each act of God day thereafter they will be expected to report to work each day for eight (8) hours. If an employee does not report to work they will not be paid for the day. The superintendent has the right to call an exception due to the extreme inclement weather. In this case the employee will be notified by the superintendent that it is too dangerous to report to work and in that circumstance the employee will be paid (8) eight hours for the day. Any make-up days will not be paid.

- K. When the employer chooses to provide a substitute for an absent employee, regular employees have the right to notify the employer of interest in that temporary position. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists.

ARTICLE 12 – WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or wellbeing.
- B. The employer shall reimburse the employee as per liability insurance for the loss, damage or destruction of personal property which was authorized to be used on school premises when the loss, damage or destruction is not the result of the employee's negligence.
- C. No employee shall be required to enter a building alone or to be left alone in the building after 1:00 a.m.
- D. The employer shall provide rest areas, lounges and restrooms for employee use.
- E. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area. The employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- F. An employee shall be responsible to only one supervisor and that supervisor to be designated by the employer at the beginning of each school year with written notification provided to each employee.
- G. The employer shall provide without cost to the employee, the following:
 - 1. Approved first aid kits in all work areas.
 - 2. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job or position.
- H. Bargaining unit members may be required to administer medication to pupils only when the following conditions are met;
 - 1. The parents or guardians have given prior written approval for the administration or the medication by non-medical personnel.
 - 2. The aforementioned permission is accompanied by written instruction from the attending physician.
 - 3. A witness is provided, if requested.
 - 4. Necessary equipment and supplies are provided.
 - 5. Prior training is provided with regard to medication protocol, equipment and procedures. Such training shall be provided at the employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.

- I. Except in life threatening or extenuating circumstances with contact by the Administration with the Association President, no member shall be required to perform medical, hygienic, or other non-instructional procedures for students such as (but not limited to), suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the students prior to receiving training on performing such duties. When new situations arise, the Administration will advise the Association and teacher and meet to discuss problems and how they will be dealt with. Training will be provided and paid for by the District, if needed, for medically fragile students.

ARTICLE 13 – EMPLOYMENT STATUS DEFINED

- A. The employer and union recognize four categories of employees. Bargaining unit work shall be performed only by employees in one of the four following categories:
 1. Full-Time: An employee who is employed at least thirty-five (35) hours per week.
 2. Part-time: An employee who is employed less than thirty-five (35) hours per week.
 3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of forty-five (45) working days.
 4. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period as above defined.

ARTICLE 14 – VACANCIES, TRANSFERS, PROMOTIONS

- A. The employer may temporarily transfer or promote an employee for a period not to exceed sixty (60) workdays. If an employee shall be involuntarily transferred or promoted the employee shall have the right to be returned to his/her original job within thirty (30) workdays. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected for reasonable and just cause.
- B. The employer may establish new jobs and the rates of pay. The performance of duties by an employee within the same classification or position at more than one location within the district shall not constitute the establishment of a new job. The employer shall notify the union of the new job and meet with the union within sixty (60) workdays after the establishment of any new job for the purpose of discussing the rate and classification, if both parties agree. The pay rate when established shall be retroactive and subject to negotiations.
- C. A vacancy shall be defined as any position, either newly created or a present position, that is not filled.
- D. All vacancies shall be posted in a conspicuous place in each building of the district for a period of six (6) working days. Said posting shall contain the following information:
 - Contractual job description

Interested employees may apply in writing to the superintendent or designee within the six (6) working days. The employer shall notify the president of vacancies occurring during the summer months (June, July, and August) by sending notice of same to president by U.S. mail.

- E. Vacancies shall be filled with the most senior applicant who already holds, and is working in, a job within the department that the posted vacancy is, or will be part of. Should no one apply that is already in a position within the department that the posted vacancy is, or will be a part of, the vacancy shall then be filled with the employee who applies that has the most departmental seniority, including frozen seniority. If still no one applies, then the most senior qualified employee that made application shall be awarded the position.
- F. Within ten workdays after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position, with a copy provided to the union.
- G. In the event of promotion in the department or transfer from one department to another, the employee shall be given a ninety (90) workday trial in which to show his/her ability to perform the new job. The employer shall give the employee promoted or transferred, reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or, at the option of the affected employee, the employee shall be returned to his/her previous assignment.
- H. Employees shall not be placed on a lower step on the salary schedule or wage scale due to involuntary transfers.
- I. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties if of six or more hour's duration. An employee's pay rate shall not be reduced by any temporary change in duties.

ARTICLE 15 - SENIORITY

- A. Seniority shall be defined as length of service within the district as of the bargaining unit member's first working day in the department. (Department is defined as Aide, Tutor, Bus Driver, Secretarial/Clerical, Custodial/Maintenance, Culinary.) In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- B. A bargaining unit member shall lose his/her seniority rights if he/she retires, resigns or is discharged for just cause.
- C. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- D. The employer shall maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this agreement with revisions and updates prepared and posted

semiannually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union. A copy shall also be provided in employee's first payroll of the school year. Objections to the seniority list shall be filed within ten (10) working days of posting and thereafter shall be final and conclusive.

- E. When moving from one bargaining unit department to another, the seniority shall be frozen in the department left and a new seniority date started in the department moved to for purposes of placement on the seniority list. All seniority earned and frozen prior to the ratification of this agreement shall be restored.

ARTICLE 16 – LAYOFF AND RECALL

- A. When a reduction in the working force is necessary, bargaining unit members shall be laid off in accordance with departmental seniority. That is, the employee with the least department seniority shall be laid off first.

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 physical able to perform the available work.

- B. Departmental is defined as the Secretarial/Clerical, Aides, Tutors, Bus Drivers, Custodial/Maintenance, and Culinary classifications.
- C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the association in writing thirty (30) calendar days before the layoff.
- D. Laid off bargaining unit members shall be recalled in accordance with the departmental seniority as defined in sections A and B. The bargaining unit member with the greatest seniority shall be recalled first, provided they are properly qualified (according to job description) and physically able to perform the duties of the job that is open. On recalling laid off bargaining unit members, the school district will notify them by certified mail at the last known address. If such bargaining unit member does not report within three (3) working days of receiving a recall notice, he/she shall be considered as having quit and all seniority shall be terminated.
- E. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified prior to a new hire.
- F. Laid off employees may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer.

Laid off employees who complete the full academic year shall continue to receive full fringe benefits throughout the summer months. Employees who are laid off during the academic year shall receive a prorata share of the academic year benefits (i.e., 4½ months of employment equals 6 months of fringe benefits). An employee, who is scheduled to work

full twelve months but is laid off, will receive fringe benefits for two months after his layoff date.

- G. Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this agreement.

ARTICLE 17 – WORK DUTIES AND COMPENSATION

- A. The general duties of each employment category shall be as set forth in Appendix A (Job Descriptions).
- B. The basic compensation of each employee shall be as set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this agreement.
- C. The following conditions shall apply to overtime work:
 - 1. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
 - 2. Paid leave shall count toward hours worked.
 - 3. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the employee.
- D. The **SHUTTLE RUN** will be defined as an additional run that will continue for a specific number of days at a regularly scheduled time as determined by the superintendent or a run to transport students between the Wolverine Community Schools facilities. The compensation for shuttle runs will be the Step 1 hourly rate for Bus Drivers Extra Trip as per the Master Agreement schedule. This rate will remain the same for all drivers regardless of their regular salary step.
- E. Bus drivers shall be paid up to one hour at minimum wage rate per full week of school for cleaning and fueling of buses upon submission of time records to confirm that they have performed such services. Bus drivers shall receive no additional compensation for any other services in terms of fueling and cleaning buses.
- F. Bus Driver “Extra trips” (field trips and/or sporting events) shall be offered based on seniority. If special meetings are held to determine this allocation, they will be w/o pay.

ARTICLE 18 – INSURANCE

- A. Insurance coverage for those employees working seven (7) hours or more per day will be as follows. The maximum Board contribution for health insurance of \$1,265.74 per month for July-Sept 2011. Effective October 1, 2011 the maximum monthly Board contribution toward insurance shall be as follows:

Full Family \$1304.00; Two Person \$1145.00; Single \$527.00.

Health Insurance: Effective July 1, 2011, the board shall provide benefits equal to the MESSA Choices w/deductible In-\$300/\$600&Out-\$600/\$1200, SaverRx Program. (Includes \$5,000 Basic Term life with AD&D plus Negotiated Life \$5,000).

Dental Care: The Board shall provide to the employee, the MESSA/Delta Dental Program C-01 (65/65/65) for the employee, spouse and/or dependents for a full contract period for each employee.

- B. Insurance coverage for those employees working less than seven (7) hours per day but more than five (5) hours or more per day will be as follows and based upon the employee's choice:

1. The Board shall provide up to 75% of the maximum Board contribution per Section A above for MESSA Choices w/deductible In-\$300/\$600&Out-\$600/\$1200, SaverRx Program for full family or self and spouse (self-children) protection for each employee.

OR

2. MESSA Choices w/deductible In-\$300/\$600&Out-\$600/\$1200, SaverRx Program for employee only protection AND MESSA Delta Dental Plan C-01 65/65/65 for the employee, spouse and/or dependents with a maximum Board contribution per Section A above.

- C. Insurance coverage for those employees working less than five (5) hours per day with the exception of Bus Drivers who will fall under classification (B):

No Benefits

- D. The board shall provide a cash option in lieu of health benefits. The cash amount shall be \$350 per month. Employees electing cash in lieu shall be eligible for Pak B coverage. Employees shall contribute 10% of the Pak B monthly premiums effective October 1, 2011.

1. The employer shall adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. The cash amount may be applied through a Salary Reduction agreement by the bargaining unit member towards an annuity.

- E. Employees will be obligated to pay their portion of the appropriate health insurance premium amount through payroll deduction.

- F. The above board-paid coverage amounts shall not decrease as a result of reduction in hours of work unless the employee is laid off.

- G. The open enrollment period shall occur each September.
- H. The employer shall provide without cost to each eligible bargaining unit member, MESSA Plan II Long-term Disability insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2,500.00 and shall begin after the later of
 - 1. Exhausting of the bargaining unit member's accumulated sick leave (plus the days guaranteed from the bargaining unit's negotiated sick leave bank, if any) or
 - 2. Expiration of 30 calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three days of the waiting period need to be consecutive and for the same condition.)
- I. The board shall provide without cost to the bargaining unit member VSP 3 vision for the employee and his/her family.

ARTICLE 19 – RETIREMENT

Upon retirement, the employee shall receive payment, at the employee's current wage rate, for all unused vacation days.

ARTICLE 20 – VACATION

- A. Each twelve-month employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
After One (1) year of service	Five (5) work days
After Two (2) to four (4) years of service	Ten (10) work days
After Five (5) to seven (7) years of service	Fifteen (15) work days

- B. The eligibility of an employee for vacation shall be determined by his anniversary date. A vacation allowance must be used within twelve (12) months following the close of the year in which earned.

ARTICLE 21 – HOLIDAYS

- A. Twelve Month Employees: Twelve month employees shall receive the following paid holidays, namely:

New Year's Day
 Memorial Day
 July 4
 Labor Day
 Thanksgiving Day
 Friday after Thanksgiving Day
 Christmas Day

- B. Six Hours or more Per Day: Those employees working six (6) hours or more per day but less than twelve (12) months per year (including bus drivers) will receive the following paid holidays:

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

- C. General Provisions: A holiday shall not be observed if it is a school day. If an employee is required to work on a holiday, which is a scheduled school day, he/she shall receive his/her holiday pay in addition to his/her regular pay.

An employee shall not be eligible for holiday pay if the employee did not work the scheduled workday preceding and following the holiday.

- D. Schedule modification: The employer may alter the work schedule to the extent the employer determines necessary to comply with applicable local, state or federal laws or regulations or for other emergency situations

ARTICLE 22 – LEAVES

- A. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
- B. Pursuant to the agreement of November 8, 2000 each employee will earn sick leave at a rate of .0556 hours of sick leave for each hour paid except there will be no sick leave earned for sick leave hours paid. These hours will be posted monthly. Sick leave must be earned before using. The unused portion of sick leave days shall accumulate from year to year to a maximum of one hundred twenty (120) days. Sick leave earned during any one fiscal year will be capped as follows: School year employees – 10 days and Employees working longer than the school year – 12 days. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:
1. Any physical or mental condition which disables an employee from rendering services. An employee can choose to use sick time for any condition compensable by Worker's Compensation to bring his/her pay up to the full rate. Sick leave may be used for a disability resulting from pregnancy to the extent expressly allowed by law.
 2. Any communicable disease, which would be hazardous to the health of students, employees or other persons using the facilities of the school.
 3. Physical examinations, medical, dental or other health treatments, which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.

4. Illness in immediate family which, for purpose of sick leave use, is defined as a resident in the immediate household who requires the assistance of the employee or a dependent elderly parent (not living in the household) who requires the assistance of the employee.
 5. Upon mutual agreement between the employer and employee, sick days can be used for other than the above.
 6. An employee's sick leave will not be charged for absence resulting from injuries received during the regular work day or while working at school-sanctioned events.
- C. Upon the completion of the initial probationary period, each employee shall be credited with sick leave at the rate set forth in B from the date of hire.
- D. Sick leave days can only be used on workdays. Sick leave shall cease to accumulate during unpaid leaves of absence.
- E. Jury Leave: An employee shall notify the superintendent upon being called for jury duty and shall be entitled to leave with pay less any fees paid for jury service if he/she is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of scheduled employment duties. The employee shall return to duties whenever attendance in court is not actually required.
- F. Funeral Leave:
1. Up to four (4) days may be taken by an employee for death in his/her immediate family in which he/she was raised or of an in-law parent. Such leave shall not be deducted from the employee's sick leave. (Immediate family shall mean spouse, mother, father, children, brother, sister, grandchildren, similar step-relatives, and anyone residing in the contracted person's household).
 2. An employee shall be entitled to receive up to one (1) day's leave with pay due to the death of the grandparents or current grandparents-in-law or mother-in-law, father-in-law, brother-in-law or sister-in-law to the extent reasonably required to attend the funeral of the deceased.
- G. Business Days: At the beginning of every school year, each employee shall be credited with four (4) days to be used for the employee's business. An employee planning to use a business day or days shall notify, in writing, his/her supervisor. Business days shall be available for the practice of religious preferences. Business days are to be used for business, which cannot be taken care of outside of regular work time; are not to be used for recreation or vacation.
- H. Severance: An employee shall receive twenty percent (20%) of his/her daily rate of pay for all accumulated unused sick days when the employee retires or resigns.

- I. An employee shall have the following options at the time of layoff:
1. Receive ten percent (10%) of his/her daily rate of pay for all accumulated unused sick days.
 2. Leave his/her accumulated unused sick days on file for future recall per the contract.
It is understood that the sick days will be lost if the employee is not recalled per the contract.

ARTICLE 23 – UNPAID LEAVES

- A. Leaves of absence without pay may be granted by the board for emergency situations for a period up to thirty (30) days during which the employee shall not continue to accumulate seniority. It shall be frozen. (Unpaid leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.) Employees on unpaid leave shall receive no pay or fringe benefits while on leave. These leaves may be extended by mutual agreement by the board and association.
- B. Leave for sickness or injury of an employee or parental/child care will be granted upon receipt of notice by the board and may be for indefinite duration not to exceed twelve (12) months. These leaves may be extended by mutual agreement between the board and the employee and the union based on the medical statement when appropriate. Seniority shall not accumulate during such leaves. Employees requesting illness leaves or continuation of same, will be required to present a supporting certificate to two (2) physicians. An employee returning from such leave by being required to pass a physical examination given by a doctor approved by the board when applicable.
- C. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the employer of his/her intent to return to work.
- D. Family and Medical Leave Act. Eligible employees may take up to 12 weeks leave, as set forth under the Family Medical Leave Act and school district policy. The board shall continue health insurance benefits during FMLA as required by law and as set forth in this agreement. The employee may elect, or the district may require, use of accumulated paid leave including sick and personal during the FMLA. Employees who voluntarily fail to return to work upon completion of FMLA shall reimburse the district the cost of insurance premiums paid by the district.

ARTICLE 24 – SAVINGS CLAUSE

- A. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the employer and association/union will commence

negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE 25 – NEGOTIATION PROCEDURES

At least sixty (60) days prior to the expiration of this agreement, the parties agree to open negotiations for a successor agreement.

ARTICLE 26 - ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the board will use every effort possible to assure the continued recognition of the association and the continued employment of its members of such district.

ARTICLE 27 - RANDOM DRUG TESTS

- A. Bus drivers subject to testing and selected by the random selection process for urine drug testing shall be compensated at their regular rate of pay in the following manner:
 - 1. For all time at the collection site
 - 2. For travel time and mileage.
- B. The association and employer jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this agreement however, the board maintains its right to discipline employees depending upon the frequency and/or seriousness of the problem.
- C. Employees with alcohol or drug offenses on school property, during work, or related to or adversely affecting work shall be subject to discipline up to and including discharge. Employees who voluntarily participate in substance abuse programs and there is no adverse impact on the District or its operation shall not be subject to discipline.

ARTICLE 28 - SCHOOL IMPROVEMENT

- A. All bargaining unit members who serve on school improvement committees shall be selected by the union.
- B. Bargaining unit members who serve on committees shall be excused from work at no loss of pay. If meetings are scheduled beyond the regular duty day, bargaining unit members shall receive comp time for time spent.

ARTICLE 29 – DURATION

- A. This agreement shall be effective as of July 1, 2011 and shall continue in effect until the 30th day of June, 2012. Negotiations between the parties shall begin at least 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 for a specific period or periods by mutual written agreement of the parties.

- B. Copies of this agreement shall be printed at equal expense of the employer and union within thirty (30) days after the agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the employer. In addition, the employer shall provide the union with ten (10) copies of the agreement without additional charge to the union. All school district personnel policies or any changes in said policies shall be distributed to all employees within thirty (30) days of the commencement of this contract or upon employment. Upon employment, employees shall be given a copy of the form authorizing check off for union dues and service fees within thirty (30) days of said employment.

In witness whereof the parties hereto have caused this agreement to be signed by their respective representatives.

UNION

EMPLOYER

By _____
MEA Representative

By _____
Superintendent

By _____
President

By _____
Board of Education President

By _____
Secretary

By _____
Board of Education Vice President

By _____
Board of Education Secretary

By _____
Board of Education Treasurer

By _____
Trustee

Date _____

By _____
Trustee

By _____
Trustee

APPENDIX A – JOB DESCRIPTIONS

Title of position – Building Secretary

Qualifications:

1. High school diploma.
2. A high degree of proficiency in typing and other job related skills.
3. Skilled in the care and use of office machines, including but not limited to computers, typewriters, various duplicators, calculators, etc., and possessing an understanding of basic accounting and computer software.
4. A genuine concern for children and patience to deal with their related problems.
5. Ability to deal with people in a confidential manner.
6. Experienced office employees preferred.
7. Such alternatives to the above qualifications as the immediate supervisor may find appropriate and acceptable.

Reports to: Principal

Job Goal: To assure the smooth and efficient operation of the school office so that the office's maximum positive impact on the education of children can be realized.

Performance Responsibilities:

1. Performs the usual office routines and practices associated with a busy, yet productive and smoothly run office.
2. Maintains such office records (attendance, CA-60's student lists, etc.) as shall be required.
3. Receives and routes all incoming calls and mail.
4. Prepares and types reports, correspondence and other materials as approved by the Principal.
5. Arranges for community use of building/rooms.
6. Receives and prepares information for local, state and federal reports as pertains to that specific building and submit to central office or appropriate recipient in a timely manner.
7. Organize all awards, parent-teacher conferences, round-ups, etc. as directed.
8. Check and report student injuries, seek required first aid, contact parents regarding absence, illness or injury as directed.
9. Distributes mail.
10. Dispenses supplies.
11. May need to help with taking lunch count.
12. Other related duties as directed by the building Principals.

Terms of Employment: Salary and length of work year as determined by the Master Agreement (Reporting two weeks before the opening day of school and two week after school is out).

Evaluation: As per Board policy.

Title of position – Social Skills Coordinator

Qualifications

1. College graduate with experience in social work.
2. Counseling experience and experience with young people preferred.
3. Ability to communicate well both written and orally.

Reports to: Building Principal

Job Goals: To work with students in problem solving along with social skills, in building their self-esteem and methods of handling problems.

Performance Responsibilities:

1. Meet with students using the social skills program.
2. Introduce social skills to all students and/or train staff to do same.
3. Problem solve to determine an acceptable way to solve a problem.
4. To plan with students a technique to avoid trouble in school.
5. Help supervise students that cannot go back to a classroom.
6. Communicate with parents as directed by the principal to help students succeed academically.
7. Maintains the same level of ethical behavior and confidentiality of information about students as is expected of teachers.
8. Assists principal as needed.

Terms of Employment: Salary, benefits and length of work year as determined by Master Agreement.

Evaluation: As per Board policy.

Title of position - Tutor

Qualifications:

1. Must have high school diploma.
2. Additional education in the form of an associate's degree, college credit, experience in field of education, and/or educational workshops (CEU type).
3. Any additional qualifications as required by grant guidelines.

Reports to: Building Principal

Job Goal: To help provide a well organized, smoothly functioning class environment in which students can take full advantage of the instructional program and available resource material.

Performance Responsibilities:

1. Works with teacher or grant director to provide materials, strategies, and methods to support improved student performance.
2. Works with grant director to maintain grant records and carry out grant directives.
3. Works with grant director and administration to provide supplementary programs at Wolverine Community Schools.
4. Attends to other tutor duties as assigned by grant director or principal.
5. Assists with individual instruction on a tutorial level.
6. Assists with small group work in academic areas.
7. Works with teacher on goals for students and then helps see to it that these goals are maintained and reinforced.
8. Must be able to discipline children if directed to do so.
9. Must be aware of academic levels of the children with whom they are working.
10. May supervise students while in the lunchroom and on the playground.
11. May assist in supervision of students entering and leaving the school when necessary.
12. Attends to other tutor aide duties as assigned by the building principal and coordinator.
13. Performance standards or evaluation will be based on job responsibilities.
14. Must perform duties as requested by principal/grant director.

Terms of Employment: Salary, benefits and length of work year as determined by the Master Agreement. Hours to be set by grant director/superintendent.

Evaluation: Building Principal

Title of position – Teacher Aide

Qualifications:

1. High School Diploma
2. Demonstrates interest and aptitude for the work to be performed.
3. Variable; dependent on the type of special skills necessary to fill a vacancy or newly created job.
4. A genuine concern for children and patience to deal with their related problems.
5. Typing, computer data entry and general office work.

Reports To: Principal

Job Goals: To help provide a well organized, smoothly functioning class environment in which students can take full advantage of the instructional program and available resource materials.

Performance Responsibilities:

1. Under supervision of teacher, prepares for classroom activities.
2. Work with small groups of students to reinforce material initially introduced by the teacher.
3. Assists individual children in need of special attention.
4. Performs clerical duties as designated by the teacher.
5. Guides independent study, enrichment work and remedial work as determined by the teacher.
6. Sets up audiovisual equipment.
7. Assists teacher with non-instructional classroom duties, such as snack, toilet and clothing routines.
8. Checks notebooks, corrects papers and supervises testing and make up work.
9. Assists in drill work.
10. Assists with reading and story telling.
11. Assists with taking students to the library.
12. Supervises playground activities or other special events or activities as directed.
13. Checks and reports student injuries to the building principal or his/her designee and seeks required first aid as directed.
14. Alerts the teacher to any problem or special information about an individual student.
15. Maintains the same high level of ethical behavior and confidentiality of information about students as is expected of teachers.
16. Checks and records attendance.
17. Corrects objective-type tests and quizzes.
18. Helps keep bulletin board and other classroom learning displays up-to-date.
19. Other related duties as directed by the building principal.

Note: Because of the wide variance of assigned duties possible within this classification, the supervisor in a specific situation may adjust this job description to a more specific list of performance responsibilities.

Terms of Employment: Salary, benefits, and length of work year as determined by the Master Agreement.

Evaluation: As per Board policy.

Title of position – Head Cook

Qualifications:

1. Preferable experience in quantity food preparation, knowledge of rules and regulations dealing with state and federal guidelines for school breakfast and lunch programs.
2. Demonstrates aptitude of competence in kitchen management.
3. Ability to work effectively with staff, students, and public.
4. Leadership qualities.
5. Must be in good physical condition and have the physical strength to do some heavy lifting and endurance to be working at a standing position during most of the day.
6. Any other qualifications as the Board may determine.

Reports to: Superintendent

Performance Responsibilities:

1. Adheres to food service guidelines and requirements as established by the Michigan Department of Education and the USDA.
2. Maintains the highest standards of safety and cleanliness in the kitchen.
3. Has the authority to maintain discipline of students during the meal serving time.
4. Supervises and assists with the daily cleaning of all kitchen premises, equipment and sanitizing of all dishes, silverware and utensils.
5. Attends at least one in-service program annually and reads and reviews current articles that come out.
6. Determines the quantities of food prepared daily.
7. Cooperates with the maintenance department in the maintenance and repair of all service equipment.
8. Requisitions, receives, delivers, stores, and accounts for all food supplies and equipment needed to operate the lunchrooms efficiently.
9. Responsible for assisting and guiding employees in the food service department, making sure they understand their assignments.
10. Plans menus for the school on a monthly basis.
11. Reports immediately to the business manager any problems or accidents occurring in the kitchen or lunch area.
12. Keeps records of food and materials used; keeps records of meals served and cooperates with the business manager in compiling reports for the State Department, Food Services Division.
13. Checks serving lines to be sure more food is prepared as is needed.
14. Notifies the business manager of any faulty or inferior food product.
15. Encourages and requests teacher, student and parent input into meal planning.
16. Plans menus that are popular, colorful, attractive, varied and that do not contain generic terms (i.e. specific name of fruit, cook's choice/only as necessary).
17. Maintains monthly and annual inventory.
18. Notifies the business manager of any pilferage problems.
19. Provides written recommendations and needs analysis regarding equipment replacement and new equipment purchases.
20. Utilizes USDA commodities in an efficient and proper manner.
21. Submits regular inventories during the school year.

Terms of Employment: Head Cook will report five (5) days before students report and for five (5) days after school is out. Salary and benefits as determined by Master Agreement.

Evaluation: As per Board Policy.

Title of position – Assistant Cook

Qualifications:

1. High school diploma.
2. A good general knowledge of volume cooking.
3. Demonstrated aptitude for successful performance of the tasks listed.
4. Must be in good physical condition and have the physical strength to do some heavy lifting and endurance to be working at a standing position during most of the day.
5. Maintains a courteous and cooperative attitude towards students, staff and parents.

Reports to: Principal

Job Goal: To serve students attractive and nutritious meals in an atmosphere of warmth and cleanliness and efficiency.

Performance Responsibilities:

1. Adheres to food service guidelines and requirements as established by the Michigan Department of Education and the USDA.
2. Maintains the highest standards of safety and cleanliness in the serving area.
3. Has the authority to maintain discipline of students during the meal serving time.
4. Attends at least one in-service annually.
5. Assists in serving of food in a quick and pleasant manner.
6. Performs major cleaning of refrigerators and storerooms at regularly scheduled intervals as designated by the head cook.
7. Must be able to assume the responsibilities of the head cook in the event of their absence.
8. Assists in the daily clean up of the kitchen and serving areas.
9. Such other assignments as directed by head cook.

Terms of Employment: Salary, benefits and length of work year as determined by the Master Agreement.

Evaluation: As per Board Policy

Title of position – Kitchen Aide/Transporter

Qualifications:

1. High school diploma or GED required.
2. Ability to lift medium to heavy weights, (40 pounds) bend, stoop, reach and climb. Must be in good physical condition.
3. Shall have the ability to work effectively and professionally with school personnel and students.

Reports to: Principal

Job Goal: To serve students attractive and nutritious meals in an atmosphere of warmth, cleanliness and efficiency.

Performance Responsibilities

1. Adheres to food service guidelines and requirements as established by the Michigan Department of education and the USDA.
2. Maintains the highest standard of safety and cleanliness in the lunchroom and in transporting of food.
3. Has the authority to maintain discipline of students during the meal serving time.
4. Assist in preparing equipment and leftover food for return to the main kitchen.
5. Assists in serving of food in a quick and pleasant manner.
6. Assists in daily clean up of serving areas.
7. Performs helping in major cleaning of refrigerators and storerooms at regularly scheduled intervals as designate by Head Cook.
8. Wipes tables in the cafeteria and clears off serving tables.
9. Such other assignment as directed by Head Cook or Principal.

Terms of Employment: Salary, benefits and length of work year as determined by the Master Agreement

Evaluation: Performance of this position will be evaluated annually by the Principal.

Title of position – Lead Bus Driver/Light Bus Maintenance

Qualifications:

1. High school diploma as a minimum.
2. Basic knowledge of light mechanical workings of vehicles
3. Valid license to drive school bus.
4. Such additional health and age requirements as the state may require.

Reports To: Superintendent

Job Goal: To provide the school system vehicles in safe, operating conditions in conformity with local, county and state requirements. To provide safe, efficient transportation for all riders.

Performance Responsibilities:

1. Provides school transportation.
2. Provides safe transportation to and from school.
3. Follows all bus driver conditions as specified in the Bus Driver job description.
4. Responsible for efficient light maintenance of transportation fleet.
5. Schedules master mechanic to complete major repairs.
6. Schedules sub bus drivers for runs when needed.
7. Store tools not in use in proper place.
8. Clean work area to insure safety for all concerned.
9. Use time allotted to the assignment effectively and efficiently.
10. Maintains confidentiality of all information concerning students, staff or parents.
11. Maintains accurate records of routes, routine oil changes, vehicle repair and scheduled repairs.
12. Keep Superintendent updated on fleet performance and repairs.
13. Check roads on the days of inclement weather and report to superintendent.

Specific Responsibilities:

1. Knowledge and performance skills necessary to plan and implement preventive maintenance.
2. Knowledge and performance skills necessary to prepare fleet for successful passage of Michigan State Police inspection.
3. Knowledge and performance skills necessary to interact with fleet drivers and other individuals vital to effective operation of the transportation department.
4. Knowledge and performance skills necessary to make timely decisions based on accurate analysis of information available at the time.

Terms of Employment: Salary, benefits and length of work year determined by Master Agreement.

Evaluation: Evaluated by Superintendent

Title of position – Bus Driver

Qualification:

1. Valid license to drive school bus.
2. Such additional health and age requirements as the state may require.

Reports to: Principal

Job Goal: To provide safe and efficient transportation so that students may enjoy the fullest possible advantage from the district's curriculum and extracurricular program.

Performance Responsibilities:

1. Obeys all traffic laws.
2. Observes all mandatory safety regulations for school buses.
3. Maintains discipline (behavior on the bus is the driver's responsibility). Firm but fair treatment is expected. Have no favorites. Treat each rider the same when students are on the bus.
4. Reports undisciplined students to proper authority.
5. The driver will stay on the bus when loading students.
6. Keeps assigned bus clean.
7. Keeps to assigned schedule.
8. Pre-trips bus.
9. The driver will keep all appropriate reports as directed by the lead bus driver.
10. Discharges students only at authorized stops.
11. Notifies the proper authority in case of mechanical failure or lateness.
12. Supervises students getting on and off the bus.
13. Exercise responsible leadership when on out-of-district school trips.
14. Reports all accidents and completes required reports.
15. Transports only authorized students.
16. Enforces regulations against smoking and eating on the bus.
17. Conducts two drills each year on emergency evacuation procedures with students.
17. Attends required bus driver classes.
18. After a special trip, the driver will leave the vehicle clean and ready to go on the morning run.
19. Develop a harmonious relationship with children, parents, school staff and the general public.
20. Coordinate with lead bus driver extra curricular and activity runs throughout the year.
21. Performs related duties as assigned.

Terms of Employment: Work year consists of student attendance days plus any necessary meetings. Routes to be assigned by the lead bus driver. Salary, benefits and length of work year as determined by the Master Agreement.

Evaluation: As per Board policy.

Title of position – Head Custodian/Maintenance

Qualifications

1. High school diploma as a minimum.
2. Physical ability to do heavy lifting/100 pounds.
3. Ability to work independently.
4. Ability to work as part of the school facilities team.
5. CDL and work towards bus driver endorsement.
6. Planning and organizational skills.
7. Basic knowledge of custodial procedures, methods, uses of cleaning materials and related equipment.
8. Experience in HVAC equipment and controls.
9. Interpersonal skills.

Reports to: Superintendent

Job Goal: To provide students, staff and community with safe, clean, attractive and comfortable school facilities.

Performance Responsibilities:

1. Building maintenance, supply ordering, cleaning schedules, task lists, building and equipment inspections, preventative maintenance, snow removal, grounds care, cleaning and other duties as assigned.
2. Conducts an ongoing program of general maintenance, upkeep and repair and preventive maintenance.
3. Oversees the operation of all district buildings and equipment.
4. Provide leadership and training for all custodian staff. Gives work direction to custodians or volunteers.

Specific Responsibilities:

1. Operates and monitors all heating, ventilating, and refrigeration equipment (HVAC). Performs routine and emergency maintenance on all HVCA equipment. Maintains a written record of maintenance schedules on all HVAC equipment.
2. Maintains indoor air quality standards; heat and ventilation.
3. Maintains and repairs all plumbing systems including faucets, toilets, drinking fountains, etc.
4. Maintains an organized inventory of spare parts for all building systems and equipment.
5. Performs various building maintenance tasks involving, but not limited to, painting, cleaning, window and door maintenance, light bulb, ballast/fixture replacement.
6. Performs the duties of other personnel due to absences or emergencies.
7. Performs exterior building and ground maintenance including, but not limited to, lawn mowing, trimming, fertilizing, paper and trash pickup, snow removal, entryway and curb cleaning.
8. Opens and/or secures buildings on an as needed basis. Raises and takes down flag as needed.
9. Meets with custodial staff daily. Conducts inspections of work that is completed.
10. Responsible for submitting orders for cleaning materials and/or maintenance.

11. Develops and implements cleaning schedule and tasks for custodial staff. Calls substitute workers in the absence of regular custodians.
12. Assists others in preparation and cleanup of special events as directed.
13. Assists other in maintenance and custodial classification as needed.
14. Performs general plumbing, carpentry, and electrical repairs and improvement projects throughout the buildings and notifies the principal or superintendent when tradesmen are needed.
15. Performs such other duties as may be determined by Principal or Superintendent.

Terms of Employment: Salary, benefits and length of work year as determined by the Master Agreement.

Evaluation: Performance of this position will be evaluated annually, as a minimum, by Superintendent

Title of position – Custodian/Maintenance

Qualifications:

1. High school diploma recommended.
2. Must be able to get along with others and maintain a courteous and cooperative attitude towards student, staff and the community using the school facilities.
3. Physical ability to do heavy lifting up to 45 pounds.
4. Basic knowledge of custodial procedures, methods, use of cleaning materials and related equipment.
5. Must be of good moral character.

Reports to: Building Principals

Job Goal: To maintain the building and grounds in a clean, safe, and sanitary condition. The custodian shall also be responsible for maintaining the building in a proper and safe working order and shall consult with principal regarding the purchase of needed supplies, equipment and materials in this regard.

Performance Responsibilities:

1. It is the responsibility of the custodian to contact the principal immediately when he discovers that the heating plant is not functioning properly and that there is the possibility that the school day is in jeopardy. This also applies to electrical and plumbing problems.
2. The custodian will be assigned to extra custodial duties by the principal as the need arises. Every effort will be made to secure the help of another custodian of some of the extra burden.
3. Except under unusual circumstance, the custodian will remain in and around the building during the working day. Only upon first notifying the principal, should he/she leave the building during the day. This does not apply to lunch period although it would be appreciated if the school were able to reach the custodian in an emergency via telephone.
4. The Custodian/Maintenance will work directly with the superintendent and building principal concerning the following items:
 - Asbestos Hazard Emergency Response Act. (AHERA) Asbestos Program.
 - Michigan Employee Right-To-Know Law. Hazard Communication Program.
 - Hazardous Waste Management.
 - Maintenance responsibilities

Specific Job Responsibilities:

1. Performs daily cleaning in assigned areas according to established cleaning procedures for classrooms, bathrooms, offices, cafeterias, gyms, shower rooms, hallways, and other interior building areas.
2. Maintains organized inventory of cleaning materials. Notifies Head Custodian of order of supplies that are needed. Ensures that all cleaning materials are properly labeled and stored.
3. Maintains and cleans all custodial areas and equipment.

4. Secures building as required; doors, windows, and lights.
5. Prepares facility for special events. Cleans facility after athletic contests, meeting, concerts, etc.
6. Performs emergency cleanups as needed.
7. Assists the visiting public, local tenant groups and organizations utilizing school facilities with directions within the building and obtaining and setting up needed equipment.
8. Performs assigned summer cleaning including floor scrubbing, waxing, carpet cleaning, painting, fix-up etc.
9. Performs exterior cleaning of entryways, sweeps, removes ice and snow as needed, washes window and doors.
10. Assists with grounds cleanup and lawn work.
11. Performs the duties of other personnel due to absences.

Terms of Employment: Salary, benefits and length of work year determined by Master Agreement.

Evaluation: Evaluated by building principals.

Title of position - Custodian

Qualifications:

1. High school diploma as a minimum.
2. Must be able to get along with others and maintain a courteous and cooperative attitude towards students, staff and the community using the school facilities.
3. Physical ability to do heavy lifting up to 45 pounds.
4. Basic knowledge of custodial procedures, methods, uses of cleaning materials and related equipment.
5. Must be of good moral character.

Reports to: Principal

Job Goal: To provide safe, clean, attractive and comfortable facilities for students, staff and community.

Performance Responsibilities: Total building interior and exterior cleaning, minor maintenance, light snow removal, grounds care, other duties as assigned by the building principal.

Specific Job Responsibilities:

1. Performs daily cleaning in assigned areas according to established cleaning procedures for classrooms, bathrooms, offices, cafeterias, gyms, shower rooms, hallways, and other interior building areas.
2. Reports to head custodian/building principal acts of vandalism or other conditions that are unsanitary, unsafe or hazardous.
3. Maintains organized inventory of cleaning materials. Notifies Head custodian of orders of supplies that are needed. Ensures that all cleaning materials are properly labeled and stored.
4. Maintains and cleans all custodial areas and equipment.
5. Secures building as required; doors, windows, lights.
6. Prepares facility for special events. Cleans facility after athletic contests, meetings, concerts, etc.
7. Performs emergency cleanups as needed.
8. Assists the visiting public, local tenant groups and organizations utilizing school facilities with directions within the building and obtaining and setting up needed equipment.
9. Performs assigned summer cleaning including floor scrubbing, waxing, carpet cleaning, painting, fix-up etc.
10. Performs light duty maintenance of classroom furniture, pencil sharpeners, replace or tighten screws, bolts, etc., on doors, windows and lockers and light bulb replacement.
11. Performs exterior cleaning of entryways; sweeps, removes ice and snow as needed, washes windows and doors.
12. Assists with grounds cleanup and lawn work.
13. Performs the duties of other personnel due to absences.
14. Performs additional assignments as requested by Head Custodian/Principals.

Terms of Employment: Salary, benefits and length of work year determined by Master Agreement.

Evaluation: Evaluated by building principal.

Title of position – Custodian/Maintenance/Mechanic

Qualifications:

1. High school diploma recommended.
2. Must be able to get along with others and maintain a courteous and cooperative attitude towards student, staff and the community using the school facilities.
3. Physical ability to do heavy lifting up to 45 pounds.
4. Basic knowledge of custodial procedures, methods, use of cleaning materials and related equipment.
5. Must be of good moral character.

Reports to: Building Principals

Job Goal: To maintain the building and grounds in a clean, safe, and sanitary condition. The custodian shall also be responsible for maintaining the building in a proper and safe working order and shall consult with principal regarding the purchase of needed supplies, equipment and materials in this regard.

Performance Responsibilities:

1. It is the responsibility of the custodian to contact the principal immediately when he discovers that the heating plant is not functioning properly and that there is the possibility that the school day is in jeopardy. This also applies to electrical and plumbing problems.
2. The custodian will be assigned to extra custodial duties by the principal as the need arises. Every effort will be made to secure the help of another custodian of some of the extra burden.
3. Except under unusual circumstance, the custodian will remain in and around the building during the working day. Only upon first notifying the principal, should he/she leave the building during the day. This does not apply to lunch period although it would be appreciated if the school were able to reach the custodian in an emergency via telephone.
4. The Custodian/Maintenance will work directly with the superintendent and building principal concerning the following items:
 - Asbestos Hazard Emergency Response Act. (AHERA) Asbestos Program.
 - Michigan Employee Right-To-Know Law. Hazard Communication Program.
 - Hazardous Waste Management.
 - Maintenance responsibilities
 - Do all that is necessary to maintain the buses in a safe and ready condition
 - De-ice and warm up buses during winter months.
 - Perform all mechanical duties as directed by the Superintendent and building principal

Specific Job Responsibilities:

1. Performs daily cleaning in assigned areas according to established cleaning procedures for classrooms, bathrooms, offices, cafeterias, gyms, shower rooms, hallways, and other interior building areas.
2. Maintains organized inventory of cleaning materials. Notifies Head Custodian of order of supplies that are needed. Ensures that all cleaning materials are properly labeled and stored.
3. Maintains and cleans all custodial areas and equipment.

4. Secures building as required; doors, windows, and lights.
5. Prepares facility for special events. Cleans facility after athletic contests, meeting, concerts, etc.
6. Performs emergency cleanups as needed.
7. Assists the visiting public, local tenant groups and organizations utilizing school facilities with directions within the building and obtaining and setting up needed equipment.
8. Performs assigned summer cleaning including floor scrubbing, waxing, carpet cleaning, painting, fix-up etc.
9. Performs exterior cleaning of entryways, sweeps, removes ice and snow as needed, washes window and doors.
10. Assists with grounds cleanup and lawn work.
11. Performs the duties of other personnel due to absences.

Terms of Employment: Salary, benefits and length of work year determined by Master Agreement.

Evaluation: Evaluated by Superintendent.

SCHEDULE A
PAY RATES

<u>Position</u>	0.50% 2010-11	2.50% 2011-12**
School Secretary	15.97	16.37
Head Cook	13.41	13.75
Assistant Cook	11.75	12.04
Head Custodian/Maintenance	16.95	17.37
Custodial/Maintenance	13.81	14.16
Custodian	13.15	13.48
Aide	11.18	11.46
Kitchen Aide/Transporter	11.18	11.46
Tutor	12.82	13.14
Bus Driver Extra Trip Shuttle	12.79	13.11
Light Bus Maint.	15.37	15.75
		-
Reg Bus Driver	10,919.35	11,192.33
Gaylord Bus Driver	15,041.85	15,417.90

The 2011-12 pay rates become effective following ratification of the contract.

**** 2011-12 Pay Rates Effective September 13, 2011.**

- A. An employee presently receiving more pay than the above schedule allows will be frozen at his/her higher rate until such time as the schedule catches up to him/her.
- B. The bargaining unit member employed in the position set forth on the above salary schedule shall be paid the rate set forth therein during the term of this agreement.
- C. Each step represents one year of service to the district. Incremental increase shall be effective each year on the employee's anniversary.
- D. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the board.
- E. Beginning the tenth (10th) year of employment, an employee will receive a \$300.00 longevity payment in addition to his/her above rate of pay. At fifteen (15) years an employee will receive an additional \$200.00 (\$500.00 total) longevity payment in addition to his/her rate of pay. At twenty one (21) years an employee will receive an additional \$200.00 (\$700.00 total) longevity payment in addition to his/her rate of pay. An employee working fifteen (15) hours or less per week, will receive ½ of the above longevity stipend.

SCHEDULE A CONTINUED

PAY RATES

- F. The extra trip hourly rate is set in pay schedule for all driving time. Waiting time will be paid at minimum wage scale per hour excluding sleeping time. Meals and room expenses will be reimbursed upon receipt if prior arrangements have been made with the superintendent.
- G. A minimum of two (2) hours pay will be given for each extra trip.
- H. Bus drivers will be paid extra trip rate per hour for each hour needed to attend driver training school for certification.
- I. Custodians working a shift that begins 1:00 p.m. or later shall receive a premium of fifteen cents (\$.15) an hour.

APPENDIX B – GRIEVANCE FORM

Grievance # _____

Wolverine School District

Distribution of Form:

1. Superintendent
2. Principal
3. Association
4. Employee

Submit to Principal In Duplicate

Building	Assignment	Name of Grievant	Date Filed
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LEVEL II

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

LEVEL III

A. Disposition by Principal _____

Signature Date

B. Position of Grievant and/or Association _____

Signature Date

LEVEL IV

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

LEVEL V

A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

LEVEL VI

A. Date submitted to Arbitration_____

B. Disposition of Arbitrator_____

Signature

Date

NOTE: If additional space is needed in reporting any grievance, attach an additional sheet.