

MASTER AGREEMENT

BETWEEN THE

**EWEN-TROUT CREEK
CONSOLIDATED SCHOOL
DISTRICT**

AND THE

**EWEN-TROUT CREEK
EDUCATION SUPPORT
PERSONNEL ASSOCIATION**

2007-2010

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ARTICLE 1
Agreement

1.1 Agreement

This Agreement entered into this 29th day of August 2007, by and between the Ewen-Trout Creek Education Support Personnel Association-WUPEA/MEA/NEA, hereinafter called the *Union*, and the Ewen-Trout Creek Consolidated School District Board of Education, hereinafter called the *Employer*.

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

1.2 PERA

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

1.3 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within twenty (20) workdays to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

1.4 Individual Agreements

Any individual contract between the Employer and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 2

Recognition

2.1 Bargaining Unit Defined

The Ewen-Trout Creek Consolidated School District Board of Education hereby recognizes the Ewen-Trout Creek Education Support Personnel Association-WUPEA/MEA/NEA as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours and conditions of employment for all full-time and regular part-time aides/paraprofessionals, bus drivers, custodians, food service employees, and secretarial/clerical employees of the Ewen-Trout Creek Consolidated School District.

2.2 Employees

Unless otherwise indicated, use of the term *employee* when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. **Full-time:** An employee who is employed at least thirty-five (35) hours per week.
- b. **Part-time:** An employee who is employed less than thirty-five (35) hours per week.
- c. **Probationary:** An employee who is employed to fill a full-time or part-time position for a trial period of ninety (90) workdays.
- d. **Substitute:** A bargaining unit member who fills a position on a day-to-day basis for another employee who is absent due to illness, leave, or other reason.
- e. **School-year employee:** An employee whose employment follows the school calendar.
- f. **Full-year employee:** An employee who is employed to work on a twelve (12) month basis.

ARTICLE 3
Management Rights

3.1 Rights

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the School system, its properties and facilities, and the activities of its employees.

3.2 Limitations

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE 4
Agency Shop

4.1 Service Fees

Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or pay a Service Fee to the Union. The Service Fee shall be a legally permissible amount which shall not exceed the amount of union dues collected from union members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, at the request of the Union, deduct the Service Fee from the employee's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected employee. Moneys so deducted shall be remitted to the Union no later than ten (10) days following deduction.

4.2 Objections Policy

The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures" that applies only to non-union employees. The remedies set forth in that policy shall be exclusive, and until such procedures have been exhausted, no dispute, claim or complaint by an objecting employee 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.

4.3 Save Harmless Clause

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, and shall include any liability for unemployment compensation paid under the Michigan Employment Security Act.

4.4 Dues Deductions

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked in writing by the employee. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular paycheck of the employee each month for ten (10) months, beginning in September and ending in June of each year.

4.5 Payroll Deduction

Upon appropriate written authorization from the employee, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for programs and plans jointly approved by the Union and the Employer.

ARTICLE 5

Maintenance of Standards

5.1 Bargaining Unit Duties

The duties of any Union member or the responsibility of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement without the Association's full knowledge and consent.

ARTICLE 6

Union Rights

6.1 Information

As provided for in Michigan's Freedom of Information Act, the Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all employees and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

6.2 Use of Facilities

The Union and its representative shall have the right to conduct Union business on the Employer's property at times which do not interfere with or interrupt normal operations or the employees' duty time.

6.3 Mail

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned.

6.4 Union Leave

The Union shall have five (5) days [or forty (40) hours] annually of Union leave. The Union shall access this time by providing forty-eight (48) hours written notice to the Employer by the Union President. The Union shall be responsible for paying for a substitute if utilized.

6.5 Special Conferences

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.

6.6 Competing Organizations

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

ARTICLE 7
Employee Rights

7.1 Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et.seq.; MSA 17.455(1) et.seq., (PERA), The Employer hereby agrees that every employee shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. 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 PERA, or other laws of Michigan or the United States of America, 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 applicable law or regulation, or otherwise with respect to any terms or conditions of employment.

7.2 Individual Rights

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 other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

7.3 Personal Life

The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects the employee's ability to perform his/her job.

7.4 Non-discrimination

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, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

7.5 Discipline and Discharge

No employee shall be disciplined without just cause. The term "*discipline*" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. The

specific grounds for disciplinary action will be presented in writing to the employee and the Union no later than at the time discipline is imposed.

7.6 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the employee had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the employee.

7.7 Response to Discipline

Any employee who wishes to take exception to a written disciplinary action may respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.

7.8 Representation

An employee shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. However, the meeting shall occur during that workday if possible, but in no event longer than twenty-four (24) hours. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

7.9 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining employees. Discipline may start at any level based on the seriousness of the alleged offense

- a. Verbal warning by appropriate administrator.
- b. Written warning by appropriate administrator.
- c. Written reprimand by appropriate administrator.
- d. Suspension with pay pending a "just cause" hearing.
- e. Suspension without pay.
- f. Dismissal for just cause only.

7.10 Personnel Files

An employee will have the right to review the contents of all records of the Employer pertaining to said employee originating after initial employment, and to have a representative of the Union accompany him/her in such review. Other examinations of an

employee's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

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 and the complaint has been validated by the Employer. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. Any complaint not called to the attention of the employee within five (5) workdays may not be used in any disciplinary action against the employee. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material; 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. If the material to be placed in the file is inappropriate or in error, the material will be corrected and/or expunged from the file, whichever is appropriate.

7.11 Adverse Material

Unless restricted by law, all adverse material, including complaints, letters of reprimand, and evaluations, shall be removed from the personnel file three (3) years after their issuance.

ARTICLE 8
Grievance Procedure

8.1 Definition

A claim and/or a complaint by an employee or a group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation affecting employees may be processed as a grievance as hereinafter provided.

8.2 Hearing Levels

- a. **Informal Level:** When an employee(s) or the Union believe(s) a grievable incident has occurred, the affected employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- b. **Formal Level 1:** If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- c. **Formal Level 2:** If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).
- d. **Formal Level 3:** If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Board Committee. Within seven (7) working days after the grievance has been so submitted, the Board Committee shall meet with the Union on the grievance. The Board Committee shall, within five (5) working days after the conclusion of the meeting, render a decision thereon with copies to the Union and the grievant(s).

- e. **Formal Level 4:** If the Union is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

8.3 Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

8.4 Miscellaneous Conditions

- a. The term "*days*" when used in this Article shall mean workdays during the student school year and shall mean weekdays, Monday through Friday, when the Superintendent's office is open during the summer. Time limits may be extended by mutual, written agreement of the parties.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- c. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.
- d. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, plus reasonable interest. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and his/her record cleared of any reference to this action.
- e. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and other files or records of the Employer which pertain to an affected employee or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

- f. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be considered granted.

ARTICLE 9

School Closure/Dismissal

9.1 School Closing

For the first thirty (30) hours where an act of God or an Employer directive forces the closing of a school or other facility of the Employer, the employees shall be excused from reporting to duty without loss of pay.

9.2 Delayed Starts/Early Dismissal

In those instances where the start of school is delayed and/or school is canceled after employees have reported for work, employees shall be excused from work with no loss of pay.

In the event the District is required to make up time lost as a result of State requirements, the employees shall report to work but shall receive no additional compensation for said make-up work.

9.3 Exception

The District may require essential workers to report and perform needed work as an exception to the above. Once said work is completed, the employee would be free to leave.

ARTICLE 10

Work Hours

10.1 Scheduled Hours

The normal daily and annual work hours for each position in the bargaining unit shall be as specified below and/or on the employee's job description. However, the daily and annual work hours specified are subject to change by the Employer.

10.2 Days and Hours

The work year for full-time employees shall not be less than those days and hours specified below.

- a. **Aides/Paraprofessionals:** The work schedule shall consist of not less than seven (7) hours per day between 8:15 a.m. and 3:45 p.m. The hours shall be for the same number of days teachers work.
- b. **Cooks/Food Service:** The work schedule shall consist of not less than seven (7) hours per day between 7:00 a.m. and 2:30 p.m. Employees who work through their scheduled lunch break will be excused at 2:00 p.m. The hours shall be for the same number of days teachers work.
- c. **Custodians:** The work schedule shall consist of not less than eight (8) hours per day for 260 days. Day shift shall be from 6:00 a.m. to 2:00 p.m. A second day shift will work from 9:00 a.m. to 5:00 p.m. Afternoon shift shall be from 2:00 p.m. to 10:00 p.m.
- d. **Bus Driver/Transportation:** The regular work schedule shall consist of a.m. runs, p.m. runs, kindergarten runs, and special daily runs each day for the same number of days teachers work. The actual hours will vary from run to run, but shall minimally include a one-half ($\frac{1}{2}$) hour bus check prior to the driver's first run each day and a thirty (30) minute clean-up at the end of a driver's last run each day.
- e. **Secretary/Clerical:** The work schedule shall consist of not less than seven (7) hours and fifteen (15) minutes per day between 8:00 a.m. and 3:45 p.m. for a period of forty (40) weeks. This includes two (2) weeks before the first scheduled day of school to two (2) weeks after the last scheduled day of school. Extra days/hours may be added as needed with the Administration's approval.

10.3 Lunch Break

With the exception of drivers, all employees shall be entitled to a minimum of a one-half ($\frac{1}{2}$) hour duty-free lunch.

10.4 Break Periods

Employees shall be granted a fifteen (15) minute paid break period during every four (4) hour period or major portion thereof. It is understood there may be some exceptions to the rights specified herein and in section 10.3 as they relate to special needs students. In such cases, the employee shall be compensated for lost time.

10.5 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation. The employee shall only be required to deal with the emergency, even if less than two (2) hours is required.

10.6 Overtime Compensation

Overtime shall be compensated in accordance with the Fair Labor Standards Act (FLSA).

10.7 Overtime Schedule

Each employee who wishes to perform overtime work shall notify the employer of such interest. Overtime shall first be offered to the most senior employee within the building or classification where the overtime is needed. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available. The District shall not be required to deadhead buses in order to comply with this section.

10.8 Overtime Authorization

No employee shall be permitted to work overtime without the prior approval of the administration.

ARTICLE 11

General Working Conditions

11.1 Unsafe Work

The parties agree that employees should be entitled to work in a safe environment. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties. Employees are expected to take proper care of equipment and to report unsafe conditions or equipment to their supervisor.

11.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Employees may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.

11.3 Medication

Bargaining unit members shall be properly trained, where necessary, to dispense or administer medication, or perform diapering or medically related procedures. Medication shall be stored in a properly secured area. The bargaining unit member shall be advised and follow school district procedures related to parental permission and the dispensing of medicine.

11.4 Supervision

Each employee shall be assigned to a supervisor. The employee will be notified of any change in supervisor. Where an immediate problem is identified, any supervisor has the authority to address the employee.

11.5 Equipment

The Employer shall provide without cost to the employee the following:

- a. Approved first aid kits and materials in all readily accessible areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
- b. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job or position.

ARTICLE 12
Conditions of Employment

12.1 Transportation

a. Runs

1. All transportation of students on District buses for school-related purposes, shall be considered bargaining unit work.
2. Drivers shall be assigned and runs shall be patterned on the prior year route assignments.
3. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 14 and awarded to the most senior driver applicant.
4. All runs available during the summer period shall be posted and awarded to drivers on a rotational seniority basis. Substitute drivers shall be included only after all regular drivers have been offered the run.

b. Preparation of Buses

1. Drivers are responsible for performing any required safety checklist. They are responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned. Drivers will be permitted to check-in one-half (½) hour before their first scheduled run and checkout thirty (30) minutes after their last scheduled run in order to meet these responsibilities.
2. The District shall issue a cell phone to all bus drivers to be used for school related purposes during the academic school year. The phones will be the property of the Ewen-Trout Creek Consolidated School District. Said phones will be returned to the District Business Office at the end of the year. Bus drivers shall check them out and return them to the District Business Office for all summer runs.
3. Drivers shall be compensated two dollars (\$2.00) per day for those days it is necessary to plug in their buses.

c. Extra Runs

1. An extra run is defined as any transportation of students on District school buses other than a regular run. All field trips and athletic events shall be considered extra runs and bargaining unit work.
2. All such trips shall be posted along with the projected length of the trip. Extra runs/trips shall be awarded to interested regular drivers on a rotational basis according to seniority. Any extra runs that are refused by all regular drivers

will then be offered to substitute drivers on a rotational basis according to seniority.

3. In the event none of the regular drivers or substitute drivers want a specific run, the district has the right to assign the least senior driver.
 4. When, due to unforeseen circumstances, a driver scheduled for a run cannot make it, said action shall be considered a refusal and the District may assign a driver. (No trading runs.)
 5. There shall be a four (4) hour minimum payment for any trip on a day when school is not in session.
 6. All trips involving teams and student groups shall be chaperoned by the supervisor, both to and from events.
 7. The District shall adopt a policy related to student behavior on buses. A committee of drivers shall be included to provide input in the formation of said policy. The consequences for violating the rules shall be clearly listed and posted in each bus.
- d. Substitutes/Temporary Run Vacancies
1. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, on the basis of seniority, who can accommodate it in their regular driving schedule. Drivers need not be able to drive the entire schedule to be awarded the run. If no such driver(s) is available, it shall be offered to substitute drivers on a rotational basis according to their seniority.
 2. In no event shall runs or trips be assigned to a non-regular driver or to a substitute driver when bargaining unit members are available to perform the work.
- e. Dead-Heading
1. The District shall not be required to deadhead buses in order to comply with any of the requirements of Sections a. through d. above.
- f. Licensing/Training
1. The District shall pay for all required licensure, testing and physical examination, as may be requested for full licensure.
 2. An employee may select his/her own physician for a physical examination and the District shall reimburse the full cost of the required physical up to a maximum of \$75. If available, a standardized form will be used.
 3. The District shall pay drivers at their regular hourly rate for all time spent at training sessions, required meetings, and testing.

g. **Meal/Lodging Reimbursement**

1. The District shall reimburse drivers for extra trip meal costs up to a maximum of ten dollars (\$10.00) per meal. A receipt is required.
2. The District shall reimburse drivers for the cost of a motel room if a trip involves an overnight stay. A receipt is required.
3. In the event a driver has "standing time" or "down time" in connection with a trip, he/she shall be compensated at his/her regular driving rate.

12.2 Paraprofessionals/Aides/Secretaries

a. **Substituting for Teachers**

1. Whenever a paraprofessional substitutes for a certified teacher or is solely responsible for the students under his/her supervision, he/she shall be compensated an additional two dollars (\$2.00) per hour for such time. Playground duty and the day-to-day usage of the library shall be exempt from this clause.

12.3 School Lunch

Any employee who is eligible under state and federal guidelines for free school lunch will be provided school lunch without charge.

12.4 Classification Change

The Board shall pay each employee who is assigned temporarily to perform hours in a different classification, the hourly rate of pay for that classification for each hour worked in the different classification but not less than his/her regular rate of pay.

12.5 Substitutes

- a. No outside person will be utilized as a substitute where a qualified bargaining unit member can perform the work.
- b. Substitute positions shall be filled from within the affected classification when possible. If no employee within the classification is available, the work shall be offered to qualified bargaining unit members in other classifications on the basis of seniority.
- c. The following conditions shall apply when filling substitute positions:
 1. Part-time employees shall be contacted first.
 2. Full-time employees shall not be allowed to drop a shift to sub.
 3. The Board may limit total hours worked per week to forty (40) hours for those employees doing substituting.

ARTICLE 13

Seniority

13.1 Seniority Defined

Seniority shall be defined as the length of continuous service in a regular bargaining unit position within the Ewen-Trout Creek School District (including Bergland service) from the employee's first day of work following his/her last date of hire. Layoff and board approved leave shall not be considered to be a break in continuous service.

13.2 Seniority List Placement

In determining an employee's initial placement on the seniority list, employees shall be granted one (1) year seniority for each year where regularly scheduled work was performed for the District during a given school year. Time served as a substitute shall not count. The initial list shall be compiled by the District and submitted to the Union for approval by September 30, 1997.

13.3 Seniority Accrual

Effective July 1, 1997, seniority shall accrue based on regularly scheduled hours. Any employee working 1080 or more hours shall be granted one year's seniority. Employees working less than 1080 hours shall have their seniority prorated (i.e. $720 \text{ hours} = 720 \div 1080 = .667$ seniority). The seniority list shall be updated and submitted for approval every six (6) months.

13.4 Probation

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. The probationary period shall be ninety (90) workdays. If a probationary employee is absent during the probationary period, the probationary period shall be extended until ninety (90) workdays for that employee are actually completed.

13.5 Same First Day of Work

In the event more than one employee has the same first day of work, placement on the seniority list shall be determined by length of prior service as a substitute employee. Said service shall not count toward actual seniority.

13.6 Seniority While on Leave

Seniority shall not accrue while an employee is on an unpaid leave or laid off.

13.7 Loss of Seniority

Seniority shall be lost by an employee upon termination for cause, resignation, retirement, or transfer to a non-bargaining unit position.

ARTICLE 14

Vacancies, Transfers, and Promotions

14.1 Vacancy Defined

A vacancy shall be defined as a newly created position within the scope of the recognition clause or a present position that is not filled. Vacancies may be permanent or temporary.

14.2 Vacancy Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements as reflected in the job description

For the purposes of this section (13.2,f.), there shall be five (5) classifications: Aides/Para-professionals, Food Service, Custodian, Transportation, and Secretary/Clerical.

14.3 Vacancy Notification

Interested employees may apply in writing to the Superintendent within the ten (10) day posting period. The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. mail to their last known address if the employee so requests.

14.4 Award of Vacancies

Vacancies shall be filled with the most senior qualified applicant from within the bargaining unit. Should no bargaining unit member apply, the vacancy shall then be filled from outside applicants.

14.5 Selection

Following the first regularly scheduled Board meeting 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. Each applicant shall be notified of the Employer's decision in writing.

14.6 Trial Period

In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform 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.

14.7 Temporary Vacancy

A temporary vacancy shall be defined as any bargaining unit position that is vacant due to illness, leave, or other reason for more than thirty (30) calendar days. As soon as it is known, such vacancy shall be posted and filled as required according to Article 14, Section 14.4 of the Master Agreement.

14.8 Involuntary Transfers

The involuntary transfer of employees will only be effected for reasonable and just cause. Employees shall not suffer a reduction in hours, reduction in pay, or loss of contractual benefits as a result of any such transfer.

14.9 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE 15

Reduction in Personnel, Layoff, and Recall

15.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force effectuated by the Employer.

15.2 Layoff Notice

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.

15.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees. If further layoffs are necessary, then the least senior employee in the affected classification shall be laid off. An employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior employee.

15.4 Substitute Priority

A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer after the first thirty (30) calendar days of such layoff, during which time all fringe benefits will be continued by the Employer.

15.5 Partial Layoffs

The Employer shall not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

15.6 Recall

Laid-off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

Any employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification, or who within a reasonable amount of time could be trained to perform the work.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on

which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled employee shall be given ten (10) workdays from receipt of notice to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the fifteen (15) day period.

Employees recalled to full-time work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and be considered a quit. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect his/her rights to recall to an equivalent position.

ARTICLE 16

Externally Funded/Other Programs

16.1 State and Federal Programs

The parties agree that workers funded through State and Federal programs, either in whole or in part, shall not be used to displace, replace, reduce the hours of, or reduce the benefits of employees covered by this agreement.

16.2 Student Workers

Student workers shall not be employed or used if members of the bargaining unit are on layoff, nor will they be used to replace, displace or reduce the hours of any employee covered by this agreement.

ARTICLE 17

Paid Leaves

17.1 Sick Leave

At the beginning of each contract year, employees shall be credited with ten (10) days of sick leave. A day shall be based on an employee's regular daily scheduled hours. For the purpose of sick leave, said days will accumulate with no limit. An accounting of accumulated leave shall be included on the employee's pay stub.

17.2 Sick Day Usage

The days may be used for the personal illness of the employee or the illness of a member of the employee's immediate family. The days may also be used for doctor and dental appointments for the employee or members of his/her immediate family that cannot be scheduled outside the normal workday.

The parties agree that should any employee contract mumps, scarlet fever, conjunctivitis, measles, chicken pox, or head lice and be absent from work because of such illness, such illness shall be recognized as having been contracted in the course of such employee's employment and shall be covered by this section and shall not be charged with loss of sick leave days.

17.3 Immediate Family

Immediate family shall be defined to include spouse, children, parents, and parent-in-law, or at the Superintendent's discretion, for anyone else.

17.4 Pay for Unused Sick Days

Upon resignation, retirement, or death, employees who have served the Ewen-Trout Creek Consolidated School District for a minimum of five (5) years shall be compensated at a rate of twenty-five dollars (\$25) per day for each unused day up to the maximum accumulation of one hundred sixty (160) days. In the event of an employee's death, the compensation shall be forwarded to the designated beneficiary within sixty (60) calendar days.

17.5 Sick Leave Bank

A sick leave bank will be established by bargaining unit members from their accumulation of sick leave days. The sick leave pool shall not exceed an accumulation of one hundred fifty (150) days. The pool shall be created by a one (1) day per year contribution per member until the maximum accumulation is reached. Bargaining unit members who retire and have accumulated more than one hundred sixty (160) days may, at their option, donate to the bank any days over one hundred sixty (160) remaining at the end of the contract year. The bank will be replenished with one (1) day per year from each bargaining unit member when the number of days falls below one hundred (100).

The purpose of sick leave bank benefits is to provide compensable leave coverage to bargaining unit members who are absent due to extended disability because of personal illness or injury. Employees that have exhausted their sick leave days and personal days may petition this committee for additional sick leave days from the bank provided there are sufficient days remaining in the bank.

A committee make up of two (2) bargaining unit members and the Superintendent or his/her designee will administer the sick leave bank. The Union shall maintain all paper work and record keeping associated with the sick leave bank and will take responsibility to reconcile these records with the district's business office on a regular basis.

Decisions made by the sick leave bank committee are not subject to the grievance procedure.

17.6 Personal Leave

At the beginning of every contract year, full year employees shall be credited with three (3) days to be used for the employee's personal business. School year employees shall be credited with two (2) days. An employee planning to use a personal leave day, or days, shall notify his/her supervisor at least forty-eight (48) hours in advance, except in cases of emergency. Personal leave days shall be available for the practice of individual religious preferences. Unused personal leave days shall be cumulative to a maximum of five (5) days.

17.7 Judicial Leave

Any employee called for jury duty, or who is required to testify during work hours at a local arbitration hearing shall be paid his/her full compensation and benefits for such time. Compensation received for jury duty shall be signed over to the District.

17.8 Armed Services

Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period when the affected employee engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect. The employee shall sign his/her compensation check over to the District.

17.9 Bereavement Leave

Employees shall be granted a maximum of five (5) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, brother, sister, and children. The bargaining unit member may take one (1) paid day per death to attend the funeral of relatives not covered above. Additional days may be granted at the discretion of the Superintendent.

17.10 Workers' Compensation

Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. However, at the employee's request, the Employer shall pay to such employee from the employee's accumulated sick leave the difference between his/her salary with all fringe benefits, and all benefits received under the Michigan Workers' Compensation Act until the employee's sick leave is exhausted. The salary differential paid by the Employer is not to be offset by or coordinated with Workers' Compensation benefits.

Upon return from workers' compensation, the employee shall be guaranteed his/her former position. If the former position no longer exists, the employee shall exercise bumping rights in accordance with Article 14.

ARTICLE 18
Unpaid Leaves

18.1 Leaves of Absence

Leaves of absence without pay for up to two (2) years in duration may, at the Board's discretion, be granted to employees upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave.

18.2 Return from Leave

A bargaining unit member returning from a leave of absence shall be reinstated to the same position he/she held when the leave began. If the position is eliminated, said employee may elect to utilize his/her rights as outlined in the Reduction in Force Article.

18.3 Extensions

An extension past the two (2) years may be granted by the Board, upon written request of the employee. The request shall include the reason for the extension and the anticipated date of return.

18.4 Unpaid Leaves

Unpaid leaves of absence may be taken for the following purposes:

a. Military Leave

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

b. Educational

A leave of absence may be granted for the purpose of permitting the employee to continue his/her education.

c. Family Medical Leave Act

Pursuant to the Family Medical Leave Act of 1993, an employee who has been employed full-time at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential care facility, or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this subsection.

The employee may elect to use his/her vacation leave for all or part of the duration of the leave.

18.5 Definitions

For the purposes of this provision (18.4, c.), a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, or parent.

18.6 Pregnant Bargaining Unit Member

A bargaining unit member may commence family leave for up to a maximum of one (1) year before or after the birth of her child, at her option. The family leave is available to the employee at the termination of her disability benefits, at the option of the employee. The employee may terminate the leave anytime after the birth of the child or in the event of the death of the child.

ARTICLE 19

Vacations

19.1 Vacation

Employees working 1820 hours or more shall accrue vacation in accordance with the following schedule:

After one (1) year: One (1) week.

After two (2) years: Two (2) weeks

After eight (8) years: Three (3) weeks

After fifteen (15) years: Four (4) weeks

After twenty-five (25) years: Five (5) weeks

It is understood between the parties that employees do not begin accruing vacation leave until they have completed one (1) year working 1820 hours. For example, "After eight (8) years" means after eight (8) years of working a minimum of 1820 hours per year for the District; it does not mean after working eight (8) years for the District.

It is further understood between the parties that during summer schedules when employees may be working four ten-hour shifts that one week of vacation time will be equivalent to four ten-hour shifts or that one and one-fourth vacation days will be equivalent to one ten-hour shift.

19.2 Vacation Approval

Vacation requests shall be granted subject to the superintendent's discretion. No vacation request will be unreasonably denied. If it becomes necessary to deny a vacation leave while another leave is being granted, said vacation leave shall be approved on a first come, first serve basis.

ARTICLE 20

Holidays

20.1 Holidays

The following days shall be considered paid holidays included in an employee's annual hours and salary:

| | |
|-------------------------|-------------------|
| Friday before Labor Day | Christmas Eve Day |
| Labor Day | Christmas Day |
| Thanksgiving | New Years Day |
| Day after Thanksgiving | Memorial Day |
| | Independence Day |

In order to receive pay for Independence Day, employees must have a paid day for the scheduled workday immediately preceding and after July 4th. If a holiday falls on a Saturday, then Friday shall be the paid holiday. If a holiday falls on a Sunday, then Monday shall be the paid holiday. In addition, full year employees will receive a paid holiday for New Year's Eve.

20.2 Report for Duty

In the event an employee is required to report for duty on any such day, said employee shall receive holiday pay, plus time and one-half for all hours worked.

20.3 Deer Hunting Days

When deer hunting days are scheduled as days off during the annual 180-day student school year, full-time, full-year employees, as defined in Section 2.2.a. and 2.2.f., shall be granted said days off with pay.

Article 21
Miscellaneous Provisions

21.1 Agreement

There shall be two (2) copies of any final Agreement. One copy shall be retained by the Employer and one by the Union. The Union shall provide the master copy of the final agreement.

21.2 Printing

Copies of this Agreement shall be printed at the expense of the Employer and presented to all Employees. All new employees will be provided with a copy of the Agreement at the time they are hired.

21.3 Policies

The Board shall make available for the Union's review, a copy of the District's policy manual.

21.4 College Reimbursement

The Board shall establish a college reimbursement pool of \$2,500. Courses must be relevant to the employee's job and are subject to Board approval. Upon successful completion of the approved courses, with a grade of C or better, one-half (½) of the tuition paid by the employee will be reimbursed.

ARTICLE 22
Job Descriptions

22.1 Job Descriptions

Job descriptions for each position within the bargaining unit will be developed jointly by the employee and his/her supervisor and are subject to Superintendent approval. The job descriptions will include at a minimum the following:

- ① Job title and description
- ② Minimum requirements
- ③ A specific statement of required tasks and responsibilities
- ④ Regular work hours

ARTICLE 23
Work Interruptions

23.1 Interruption of Service

The Union agrees that for the duration of this agreement there shall be no interruption of services for any cause by its members, nor shall they absent themselves from work, or abstain in whole or in part from the full and proper performance of their duties. Any violation of the foregoing may be subject to disciplinary action and/or discharge.

ARTICLE 24

Insurances

24.1 Health Insurance/More than 1260 Hours

Employees working 1260 hours or more shall be eligible for fully paid MESSA Choices II health insurance for the employee and his/her eligible dependents.

Coverage shall be for a full twelve (12) months. All employees will be responsible for paying the policy deductible.

24.2 Health Insurance/Less than 1260 Hours

Employees working less than 1260 hours shall be eligible for fully Board paid MESSA Choices II health insurance for the employee only. The employee may elect two-person or family coverage, but shall be responsible for the additional difference in premiums.

24.3 Insurance Co-Payment

At the Board's sole option, insurance benefits may be purchased through a MESSA PAK plan. Effective July 1, 2008, employees will be responsible for a \$10 per month (single coverage) or \$20 per month (two-person or family coverage) co-payment of insurance premiums. Effective July 1, 2009, the co-payment of insurance premiums will increase to \$20 per month (single coverage) or \$40 per month (two-person or family coverage) if the MESSA premium increase for the 2009-10 school year is greater than 10%. If the MESSA premium increase for the 2009-10 school year is 10% or less, the health insurance co-payment will remain at \$10 per month (single coverage) or \$20 per month (two-person or family coverage).

24.4 Dental & Vision Insurance

Effective July 1, 2002, employees who currently do not have vision insurance shall be provided, without cost to the employee, the VSP-3 vision insurance plan. The dental plan shall be the same as the teacher plan.

24.5 Life Insurance

Upon ratification of this agreement by the parties, the Board shall provide, without cost to the employee, \$15,000 term life insurance. The plan shall be the same as the teacher plan.

24.6 Enrollment

It shall be the responsibility of the eligible employee to properly enroll for insurance coverage available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

24.7 Termination of Benefits

If an employee terminates employment or goes on layoff or on an unpaid leave, except under FMLA, the Employer's contribution toward insurance benefits will cease at the end of the last month worked (except when the employee has worked the full work year, the coverage will continue through August).

24.8 Continuation of Coverage

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District pursuant to COBRA.

ARTICLE 25

Wages

25.1 Wage Increases

When the District increases an employee's hours, the District shall be responsible for any additional cost.

25.2 Compensation

The annual wages for employees shall be as specified in Appendix A.

25.3 Holidays Included

The annual wages as specified above include nine (9) holidays for employees working year round and eight (8) holidays for all other employees.

25.4 Entry Level

Entry level wages will be paid according to the table below. Upon completion of the ninety (90) day probation period, employees shall receive an additional fifty cents (50¢) per hour increase. Employees shall receive another fifty cents (50¢) per hour increase on the employee's anniversary date. Entry level wages are in effect for new employees only. Employees moving into a new classification will not be required to follow the entry level wage schedule. The following table shall apply to entry level wages:

| Position | Entry Level | After 90 days | Anniversary Date |
|-----------------------|--------------------|----------------------|-------------------------|
| Aides | \$9.50 | \$10.00 | \$10.50 |
| Food Service | \$11.00 | \$11.50 | \$12.00 |
| Transportation | \$11.50 | \$12.00 | \$12.50 |
| Custodial | \$12.00 | \$12.50 | \$13.00 |
| Secretary | \$12.50 | \$13.00 | \$13.50 |

25.5 Substitute Wages

The following table shall apply to substitute wages:

| | UNION | NON-UNION |
|----------------------------|--------------|------------------|
| Aides | \$9.50 | \$9.00 |
| Food Service | \$11.00 | \$10.00 |
| Food Service/Driver | \$11.00 | \$10.00 |
| Transportation | \$11.50 | \$11.00 |
| Custodial | \$12.00 | \$11.50 |
| Secretary | \$12.50 | \$12.00 |

ARTICLE 26

Duration of Agreement

26.1 Duration

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until the 30th day of June, 2010.

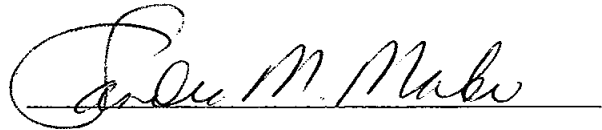
In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 29th day of August 2007.

FOR THE EWEN-TROUT CREEK
CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION:



Date: 10/24/07

FOR THE EWEN-TROUT CREEK
EDUCATION SUPPORT PERSONNEL
ASSOCIATION:



Date: 10/24/07

**APPENDIX A
EWEN-TROUT CREEK ESP**

2007-08 Wages

Employees will not receive a wage increase.

2008-09 Wages

All employees will receive a 25 cent (25¢) per hour wage increase.

2009-10 Wages

All employees will receive a 25 cent (25¢) per hour wage increase.

In addition to the annual wages specified above, affected employees filling the positions listed below shall receive the listed stipend:

Head Custodian - \$1,000

Head Cook - \$750

Trip Coordinator - \$500

Custodial employees holding an "Integrated Pest Management Certificate" and performing pest management duties for the District will receive a stipend of \$200.

Effective July 1, 2009, school-year employees will no longer have the option of receiving their pay over 26 pay periods.

Grievance No. _____

**EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
EWEN-TROUT CREEK ESP GRIEVANCE FORM**

| | | | |
|----------|------------|------------------|------------|
| Building | Assignment | Name of Grievant | Date Filed |
|----------|------------|------------------|------------|

LEVEL 1

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought _____

Grievant Signature Date

Association Signature Date

C. Disposition by Immediate Supervisor _____

Signature of Immediate Super. Date

D. Position of the Association _____

Association Signature Date

LEVEL 2

- A. Date Received by Superintendent _____
- B. Disposition of Superintendent _____

Superintendent Signature Date

- C. Position of the Association _____

Signature of Association Date

LEVEL 3

- A. Date Received by Board Committee _____
- B. Disposition of Board Committee _____

Signature of Committee Date

- C. Position of the Association _____

Signature of Association Date

LEVEL 4

- A. Date Submitted to Arbitration _____
- B. Disposition & Award of Arbitrator _____

