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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CIRCLEVILLE CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

TEAMSTERS LOCAL UNION 284

EFFECTIVE DECEMBER 15, 2022-JUNE 30, 2025

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Article 1 – Recognition

- 1.01 The Circleville City School District Board of Education (“Board”) recognizes the Teamsters Local Union 284 (“Union”), as the exclusive representative of all regularly employed full-time and part-time bus drivers. The bargaining unit excludes all other employees including van drivers, management-level employees, supervisors, confidential employees as defined by ORC, Chp. 4117, substitutes and seasonal and casual employees as defined by SERB.
- 1.02 The “Board” includes the Circleville City School District Board of Education and all administrators and supervisors with authority to act on its behalf.
- 1.03 School employees have the right to join or not to join any lawful organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.
- 1.04 The Board will deduct from the paycheck of each employee who signs and submits to the Treasurer a Union dues authorization card, the annual dues for membership in the Union and, if authorized, the D.R.I.V.E. program. This amount shall be divided equally and deducted from each paycheck during the months of September through August of each school year. The Union shall notify the Board’s Treasurer of the amount of such dues, and of any changes, each year by August 1.

Total dues withheld from those unit members authorizing dues deduction will be tendered to the Teamsters State Treasurer within fifteen (15) calendar days of the date of making the deductions. A list of those from whose paychecks the deductions were made will be sent to the Teamsters State Treasurer.

Deductions will ordinarily begin with the first regular payday of the month following submission to the Treasurer of the dues authorization card. If an employee revokes authorization for deducting dues, deductions will cease with the first regular payday following the District Treasurer’s receipt of the written revocation. The Board is not responsible for the deduction of dues owed prior to the Treasurer’s receipt of the employee’s authorization card or subsequent to revocation of such authorization.

- 1.05 The Teamsters Local Union Number 284, on behalf of itself and on behalf of the International Brotherhood of Teamsters, shall indemnify, defend, and hold harmless the Board, its members, and its administrative and supervisory non-bargaining unit members, including but not limited to the Board’s Treasurer and Superintendent (all hereinafter, the “Indemnitees”) from any and all liability, damages, and expenses, including but not limited to legal fees at customary rates in the community and costs directly or indirectly incurred by the Indemnitees, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article, including but not limited to Section 1.04.

Article 2 – Negotiations

- 2.01 If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than April 15th nor earlier than March 15th of the year in which this Agreement expires. Notification from the Union shall be to the Superintendent and notification from the Board shall be to the Union President.
- 2.02 The parties shall set a date for an initial meeting which will be no later than thirty (30) days after receipt of the initial notice unless a different date is mutually agreed upon.
- 2.03 Typed proposals shall be detailed and specify that to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting; no additional proposals may thereafter be submitted except by mutual agreement. Provisions of this Agreement that are not implicated by either party's initial proposals will become a part of any successor agreement.
- 2.04 Meetings shall be scheduled at reasonable intervals, places, and times to avoid conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting.

Meetings shall be closed to the press and the public.

Either party may caucus for a reasonable period at any time.

Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device.

- 2.05 Bargaining teams shall be limited to six (6) representatives of the Board and six (6) representatives of the Union, including each party's legal representative/consultant.
- 2.06 Neither party shall make a release to the news media or use social media regarding bargaining prior to a declaration of impasse.
- 2.07 Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

When tentative agreement is reached on all items, the full agreement will promptly be submitted to the Union for ratification and a ratification vote will be held within three (3) days. Thereafter, the tentative agreement will be promptly submitted to the Board for ratification. Upon such ratification by both parties, the successor agreement will be executed.

- 2.08 If the parties are unable to reach tentative agreement on all items by June 15 of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal

Mediation and Conciliation Service. The mediation period will end with the expiration of this Agreement unless extended to some subsequent date certain by mutual agreement. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised Code and shall supersede and operate in lieu of all procedures specified in that statute, which procedures are hereby waived. Upon expiration of the mediation period provided for above, the Board may implement its last offer and the Union may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

Article 3 – Board of Education Rights

- 3.01 Except as modified by an express provision of this Agreement, the Board reserves and retains all authority conferred on it by law to manage the affairs of the District, including but not limited to, the authority specified in Section 4117.08 of the ORC. The exercise of judgment and discretion by the Board and its agents with respect to such managerial authority requires neither advance consultation with, nor the agreement of, the Union with respect to either the managerial decision or its effects.

Article 4 – Relation to State Law/Strikes

- 4.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and the terms of this Agreement prevail over any state statute to the contrary. The employment relationship between members of the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the civil service laws of Ohio or ordinances or rules of any city or its civil service commission. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty (30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have been invalidated shall continue in full force and effect in accordance with their terms.
- 4.02 It is agreed that during the term of this Agreement, neither the Union nor employees covered by this Agreement shall sanction or participate in any strike, slowdown, work stoppage, boycott, walkout, sympathy strike, picketing or any other interference with work of any kind. It is also agreed that during the term of this Agreement, there shall be no lockout of employees by the Board.
- 4.03 Employees taking part in, or assisting or supporting such a strike, work stoppage, boycott, walkout, slowdown, sympathy strike, picketing or other interruption of operations prohibited by this Agreement shall be subject to immediate discharge and such discharge shall not be subject to the grievance procedure set forth in this Agreement.

- 4.04 In the event of activity prohibited by this Article, the Union shall notify its members involved that such activity is not authorized or condoned by the Union and such activity should cease and desist.
- 4.05 It shall not be a violation of this Agreement or cause for disciplinary action should any employee refuse to enter upon any property or cross any picket line of any employer other than the Board which has been recognized by any Teamsters Local, unless the employee is required to enter upon the property or cross the primary picket line as part of his/her job duties.

Article 5 – Reduction in Force

5.01 When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized. Notwithstanding any provision to the contrary in R.C. 3319.172 and/or R.C. 124.321-.328, a Reduction in Force may occur for the following reasons:

- A. Decreased enrollment of students in the District or a particular program/class;
- B. Return to duty of classified staff members in the bargaining unit after leaves of absence;
- C. Suspension of schools or territorial changes affecting the District;
- D. Financial reasons.

In the event of a layoff, the Board shall notify the Union at least thirty (30) calendar days before **any** layoffs take effect. Within ten (10) calendar days of such notification, a meeting shall be scheduled between the Union and the Board to notify the Union of the reasons for the layoff, the affected Unit Members and the date of the layoff. In the event of a recall, the Union will be notified as soon as possible.

5.02 The following classifications shall be used for the purpose of defining classifications in the event of a layoff:

Bus Drivers

5.03 Within each classification affected, the Superintendent will give preference first to employees under continuing contracts and then employees will be laid off by classification seniority, with the least senior employee laid off first.

5.04 For purposes of this Article 5, Seniority shall mean an employee's uninterrupted length of continuous service as a regular employee of the Board in that classification. Board approved leaves do not constitute an interruption in length of service.

- 5.05 Continuing contract employees shall have recall rights as authorized by law. The names of the laid off employees with a continuing contract shall be maintained on a recall list. Vacancies shall be filled by order of seniority from the recall list for twenty-four (24) months. An employee whose name appears on the recall list shall be offered re-employment in order of classification seniority when a position in the bargaining unit becomes available that the laid off employee has previously held and for which the laid off employee is qualified, according to these provisions. Qualified laid off unit members must be recalled to such a vacancy before the position can be filled by a new hire. Written notice of such vacancy shall be sent by certified mail to the employee's last known address, and copy the Union Steward and Business Agent on the certified announcement. It is the employee's responsibility to keep his/her current address on file with the District for this purpose. If the employee fails to accept re-employment, in writing, post-marked within fourteen (14) calendar days from the date of the notification or attempted delivery, said employee will be deemed to have rejected the offer and will be removed from the recall list. Any unit member who fails to respond within fourteen (14) days or who declines to accept the position will forfeit all recall rights, except that, pursuant to ORC 3319.172, employees have the right to reject an offer of recall for lesser hours of employment than required by the position the employee last held while employed in the District without losing their position on the recall list. An employee will also be removed from the recall list if the employee resigns or fails to report to work in a position that he/she has accepted within two (2) school days after accepting re-employment. Employees shall remain on the recall list for twenty-four (24) months from their last day of active service unless they fail to accept recall or waive their recall rights in writing prior to that time.
- 5.06 Employees on layoff may accept substitute positions without prejudice to their standing on the recall list. If an employee on layoff asks to be on the list of substitute bus drivers while on layoff, then for the first year following layoff, she/he will be given priority over other substitutes (i.e., she/he will be the first substitute offered substitute bus driving work each time it becomes available). If more than one employee is on layoff and asks to be on the list of substitute bus drivers while on layoff, then the Board shall give all such employees priority over other substitutes and shall rotate which of the employees is the first substitute to be offered substitute work.
- 5.07 The provisions of this Article shall supersede and replace any inconsistent provision in the Ohio Revised Code and/or the civil service laws, including but not limited to R.C. 3319.172 and/or R.C. 124.321-.328.

Article 6 – Posting and Bidding

- 6.01 When a vacancy occurs, notification of the vacancy shall be emailed to all staff. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- 6.02 All applications for any posted position will be submitted via the District's online platform. Failure to submit an application in a timely manner may void any application.

- 6.03 In filling the vacant position, the vacancy will first be offered to the most senior applicant. If the most senior applicant declines the position, the Board may consider internal and external applicants for the job and will make the placement decision based upon the Superintendent's assessment of what is in the best interests of the District. If the most senior applicant accepts the vacant position, the resulting vacancy will be filled as follows: the Board may consider internal and external applicants for the job and will make the placement decision based upon the Superintendent's assessment of what is in the best interests of the District.
- 6.04 Prior to the start of each school year, bus routes will be rebid by seniority in individual time slots of no more than one (1) hour.

Article 7 – Leaves

7.01 Sick Leave

- A. Each employee shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of five (5) days of sick leave, which has not yet actually been earned, may be advanced, upon written request in advance, in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck of that same school year.
- B. Sick leave may be accumulated up to a total of 160 days.
- C. Sick leave, upon approval of the appropriate administrator, may be used for:
1. Personal illness or injury.
 2. Exposure to contagious disease, which could be communicable to other employees.
 3. Serious illness or injury in the employee's "immediate family." "Immediate family" is defined for this purpose as:

Husband, wife, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild.
 4. The employee's pregnancy.
 5. Death in the employee's immediate family.
- D. In the case of sick leave use for an employee's immediate family, the employee may not use more than three days of sick leave per incident, and only when absence from

duty is required because of personal responsibilities and/or personal bereavement connected with the death of members of the immediate family. The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family or for personal friend or relative not included in immediate family, upon satisfactory evidence of justifying circumstances.

- E. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave may be utilized in one-half (1/2) day increments and in the case of medical or dental appointments, employees shall be required to use one-half (1/2) day increments to attend such appointments unless they obtain the prior approval of the Superintendent, or designee.
- F. An employee will, whenever possible, notify his/her supervisor of any absences three (3) days before the absence, but in all cases, by at least one and one-half hours before the work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute.
- G. The employee, immediately upon his or her return to work after the absence, must enter their leave into the District's online platform, justifying the use of sick leave. If absent for three consecutive days or more, a signed physician's statement may be required.
- H. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.

7.02 Personal Leave

- A. Each employee shall be granted a maximum of three (3) days personal leave per school year for emergency, personal and business obligations which cannot be done at any other time than on a regular workday or logically by any other person. Personal leave may not be used immediately preceding or following a holiday or school vacation. No more than one (1) person in a classification can take personal leave at the same time, without the approval of the immediate supervisor. If the Superintendent/Designee cannot obtain necessary coverage, he/she reserves the right to deny an employee's request for a personal day.
- B. All absences for personal leave must be requested through the employee's immediate supervisor. The request for personal leave must be submitted at least three (3) work days prior to any intended absence except in case of emergency. Personal leave shall not be cumulative. Absences for personal leave shall not exceed three (3) days in a school year. Personal leave may not be used in less than half-day increments.
- C. Personal leave may be taken in 1/2-day increments.

7.03 Family and Medical Leave

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

7.04 Jury Duty/Court Leave

- A. All absences for jury duty/court leave must be requested in writing through the employee's supervisor.
- B. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
- C. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that: (1) neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (2) the court appearance is somehow connected with the employee's employment or school activities (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity).
- D. Such leave shall not be deducted from the employee's sick leave or personal leave, except that an employee may use his or her personal leave for an absence required by court subpoena that does not come within the terms of paragraph (C).

7.05 Military Leave

Military leave shall be granted in accordance with state and federal law.

7.06 Assault Leave

Any member of the bargaining unit who is physically disabled, as certified by a physician, and such disability is directly related to an assault, will be eligible for assault leave, up to a maximum of fifteen (15) days. The assault must have occurred during the course of the employee's job duties in order to be eligible for assault leave. The employee shall provide medical certification by a physician. Prior to approving the leave, the Superintendent may require additional certification following an examination from a licensed physician chosen and paid for by the Board. Falsification shall be grounds for suspension or termination of employment. Assault leave benefits will not be paid if Workers' Compensation benefits are paid to the employee.

Article 8 – Holidays

Employees shall be paid with time off from work at their regular rate of pay for the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
Memorial Day*	
Labor Day*	

*Only when in an employee's approved work schedule

In order to be eligible for holiday pay, employees must work all scheduled hours the day before and the day after the holiday.

On the Monday and Tuesday of Pumpkin Show week, the Transportation Director will create any modifications needed to bus routes as determined by the Transportation Director.

Article 9 – Probation, Suspension, Demotion, and Termination

9.01 All employees new to the bargaining unit are employed on a probationary basis for the lesser of the first one hundred eighty-two (182) actual working days of their employment or until the end of the school year in which the employee was hired, if the employee was hired prior to November 1st. Only days an employee actually spends on the job count toward the one hundred eight-two (182) day period (i.e., leaves of absence, etc. do not count). For purposes of this Article, up to ten (10) calamity days will be considered as actual working days. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081 and shall initially receive a two (2) year contract of employment (the initial one (1) year contract of employment shall run concurrently with the probationary period). The provisions of this Article shall supersede and replace any inconsistent provision in the Ohio Revised Code and/or the civil service laws, including but not limited to R.C. 124.27, R.C. 124.34, and/or R.C. 3319.081.

Any employee hired on or before October 1, 2021, as a full-time or part-time bus driver and who remains continuously employed at the start of the 2022-2023 school year, shall have a continuing contract.

9.02 During the probation period, the Superintendent may remove a probationary employee from employment at any time upon written notice to the employee stating the effective time and date of the removal. An employee may be terminated or laid off by the Superintendent during the probation period at the Superintendent's sole discretion with no recourse to the grievance procedure or to any other legal challenge.

- 9.03 During the probationary period, the employee shall have no seniority rights. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.
- 9.04 During the probationary period, the Supervisor will administer a performance review within the first ninety (90) workdays.
- 9.05 Once an employee is retained beyond the probation period, an employee will be subject to the following discipline procedure. No employee shall be disciplined except for just cause, which shall include, but not be limited to, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty, violation of work rules or personnel policies of the Board or administration, discourteous treatment of a member of the public, a parent, a student, an administrator, or fellow employee, and/or any other acts or omissions which constitute misfeasance, malfeasance, or nonfeasance.
- 9.06 Penalties for disciplinary action include:
- Oral Reprimands
 - Written Reprimands
 - Suspension
 - Demotion/Discharge
 - Other Mutually Agreed Discipline

Discipline will generally be progressive in nature while taking into account factors such as the seriousness of the violation and previous discipline history. Certain offenses are serious enough to warrant suspension and/or demotion/discharge without regard to previous reprimands or discipline.

- 9.07 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or discharged, the Superintendent or his/her designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action and a summary of the grounds upon which such action would be based. The employee is entitled to Union representation at this hearing. The employee may then respond to, refute, deny, or otherwise challenge the charges. After the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his or her decision and its effective date and time. He or she shall provide such notice by hand-delivery or certified mail or school email.
- 9.08 A non-probationary employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification or discharge within the time frame set forth in the grievance procedure. Oral and written reprimands may be subject to the grievance procedure; however, they will not be subject to arbitration.
- 9.09 The provisions of this Article shall supersede and replace any inconsistent provision in the Ohio Revised Code and/or the civil service laws, governing the discipline of employees, including but not limited to R.C. 3319.081 and/or R.C. 124.34.

Article 10 – Wages

10.01 Hourly Rates

Beginning in the 2023-2024 school year, all employees shall be paid according to the salary schedule set forth on Exhibit A. Notwithstanding the foregoing, employees hired on or before January 1, 2013, and contracted as a bus driver in the District during the 2022-2023 school year shall be paid according to the salary schedule set forth on Exhibit B and employees hired on or before January 1, 2002, and contracted as a bus driver in the District during the 2022-2023 school year shall be paid according to the salary schedule set forth on Exhibit C. The salary schedules set forth on Exhibit B and Exhibit C shall take effect in the 2023-2024 school year.

OBI Rate

A driver serving as an On-Board Instructor (“OBI”) shall receive an additional one dollar (\$1.00) per hour for each hour worked as an OBI. OBI hours shall be approved, in advance, by the Transportation Director.

Signing bonus of eight hundred dollars (\$800) to be paid before December 31, 2022.

10.02 Pay Dates

There shall be 24 equal pays.

All employees are required to have their pay checks direct deposited. The Board shall provide direct deposit of employee paychecks to the financial institution of the employee’s choice. The financial institution must be part of the Automated Clearinghouse (ACH) system. In the event that the pay date falls on a holiday, the electronic transfer shall take place the work day prior to the holiday.

Direct deposit information shall only be sent through the District’s online platform. Information delivered by electronic mail shall not include confidential information such as social security numbers or bank account information.

- 10.03 Employees shall be paid in accordance with this Agreement and individual salary notices shall not be required. In the case of an error with payroll, any additional amount owed to the Employee will be issued to the Employee in the next pay period following the pay period in which the error occurred. It is the Employee’s responsibility to notify the Transportation Supervisor of any error in pay. In the case of an overpayment, the overpayment will be deducted from the Employee’s next pay check in the pay period following the pay period in which the error occurred.

Article 11 – Seniority

- 11.01 Seniority as used in this Agreement shall mean the length of continuous service from the employee’s date of hire, including periods of layoff due to reduction in force of less than

two (2) years. Current employees' seniority dates with the Circleville School District shall remain their seniority date so long as they remain continuously employed by the Board.

- 11.02 "Classification seniority" shall mean the length of employment as a regularly employed full-time or part-time bus driver. Job classifications shall correspond with the job classifications contained in this Agreement.
- 11.03 The Employer shall post the first seniority list on its bulletin board for a period of thirty (30) calendar days. If no objections are made during this period, the list shall be deemed conclusive and final. The seniority list shall be updated every six (6) months and posted for seven (7) calendar days, and shall be deemed conclusive and final unless, within such seven (7) calendar days, objections are raised to changes made in the list from the prior seniority list posted.
- 11.04 Employees who are hired on the same date shall be listed on the seniority list by date of application; if two or more people applied on the same date, then seniority will be determined by alphabetical order of last name.
- 11.05 An employee will retain his/her seniority from one school year to the next and will accrue seniority during the summer months, even if the employee does not drive during the summer months.

Article 12 – Grievance Procedure

- 12.01 A "grievance" is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. There shall be an earnest, honest, and prompted effort to settle differences. A grievance shall be handled as follows.
- 12.02 Nothing herein shall prohibit any grievant from discussing his/her grievance informally with the Union or the Employer.
- 12.03 Initiating and Processing a Grievance

Step One: Informal

Any unit member having a grievance shall first discuss such grievance with his/her supervisor within ten (10) calendar days of the occurrence of the act or event on which the grievance is based and may be accompanied by the Union Steward.

Step Two: Supervisor

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with the Supervisor. The written grievance shall be on a form attached as **Exhibit E**. The grievance shall be

signed by the Employee. The grievance must be dated and must state the allegation on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated, and the relief or remedy requested. A copy of such grievance shall be filed within ten (10) calendar days after the act or occurrence upon which the grievance is based. If such grievance is not lodged within ten (10) calendar days after the act or occurrence which is the basis of said grievance, said grievance shall be deemed waived. Within ten (10) calendar days after receipt of the written grievance, the supervisor will conduct a meeting with the grievant and the Union Steward to discuss the grievance and attempt to resolve it. Within ten (10) calendar days following this meeting, the supervisor will state the decision in writing on the grievance form (using attached sheets, as necessary) and provide a copy to the grievant.

Step Three: Superintendent

If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may, within ten (10) calendar days of receipt of such decision, file the grievance with the Superintendent. The Superintendent and the grievant and the Union's Business Agent or his designee shall meet within ten (10) calendar days after the grievance has been received by the Superintendent to discuss the grievance. The Superintendent shall answer the grievance within ten (10) calendar days after the meeting has been held by sending a copy of the disposition to the grievant and Union's Business Agent or his designee. Failure to file the grievance at Step Three within ten (10) calendar days from receipt of the Supervisor's decision shall be deemed a waiver of the grievance and any right to appeal.

Step Four: FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Union may request Federal Mediation & Conciliation Service (FMCS) mediation. The notice of mediation request shall be sent to the Superintendent. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Union will request that FMCS appoint a mediator. Failure to file such request within ten (10) days from receipt of the Superintendent's disposition of the grievance shall be deemed a waiver of the grievance and any right of appeal.

Step Five: Arbitration

If the grievant and the Union are not satisfied with the Step Four results, the Union must notify the Superintendent, in writing, within thirty (30) calendar days after mediation concludes (or within ten (10) calendar days after receipt of the Step Three disposition when mediation is not requested), if it intends to arbitrate the grievance. The Union shall decide whether or not to file for arbitration.

If the Union decides to proceed to arbitration, it shall make written request to the American Arbitration Association with a copy to be furnished to the Superintendent, for a

list of nine (9) arbitrators. Either party may request that a second list of nine (9) arbitrators be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding. If a court reporter is requested, the cost shall be borne by the party making the request, provided that if both parties request a transcript, the cost of the reporter and transcripts shall be borne equally by both parties.

12.04 Miscellaneous

- A. A grievance may be withdrawn at any level without prejudice or precedence.
- B. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.
- C. A separate file for grievances will be kept in the Superintendent's office.
- D. The grievant shall have the right to be represented by a Union representative at any level of this procedure. Notwithstanding ORC 9.84, the Union has the sole and exclusive right to represent the grievant during this process.
- E. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.

Article 13 – Extra Trips

13.01 Extra trips shall be available throughout the year and shall be filled by seniority. Extra trip opportunities will be posted on the trip board and employees may sign up for the extra trips by signing their names on the sheet. If a driver has driven an extra trip during the workweek (Monday through Sunday) that put him/her over 40 hours for that week, then the driver is no longer eligible to sign-up for or drive any additional extra trips the remainder of that workweek, unless all other drivers have declined the trip or unless approved, in advance, by the Superintendent or designee.

13.01.5 A driver will not be awarded an extra trip if the trip conflicts with his or her regular route. If a driver turns a trip back in after selecting a trip, the Board may fill the trip with the next most senior driver that signed up for the trip. If no other drivers signed up for the trip, the Board may fill the trip with any qualified individual before assigning the trip pursuant to Section 13.02

Example: If an extra trip is posted and no employee signs up and/or the list is exhausted, the Board may use qualified individuals outside the bargaining unit.

- 13.02 If no employee signs up for an extra trip or in the event of an emergency, the Transportation Director, or designee, shall assign the trip on a reverse seniority basis or fill the trip with any qualified individual.

In the event the least senior employee is assigned to take an extra trip, on the next forced assignment, the next least senior employee in the rotation will be assigned. The rotation will be reset at the beginning of the next school year.

- 13.03 Compensation for extra trips shall be paid at an employee's regular hourly rate of pay. Drivers are required to stay at the event except when on an approved meal break or when directed otherwise by their supervisor.

- 13.04 Whenever possible, drivers are to receive a ticket or pass for admission to the activity or be reimbursed if they must pay their own way (upon submission of a receipt).

- 13.05 If a trip is cancelled after a driver has been required to report and the driver has reported for duty, the driver shall receive two (2) hours of pay.

Article 14 – Insurance & Health Benefits

14.01 Eligibility

To participate in insurance fringe benefits under this Article, an employee must be regularly employed for at least thirty (30) hours of work per work week.

14.02 Hospitalization and Medical

- A. The Board shall provide group hospitalization and major medical insurance at a shared cost to both the Board and the employee for all eligible employees and their eligible dependents. Spouses of eligible employees who are eligible for other health insurance coverage through their employer or Medicare are required to enroll for at least single coverage where such availability for coverage exists. The Board shall contribute for those eligible employees enrolling in the single or family plans eighty percent (80%) of the premium.
- B. Should the proposed "excise tax" (Cadillac Tax) be imposed any time during this contract, bargaining shall be immediately opened to negotiate insurance benefits to avoid any government-imposed fees. It is understood that the Board will not incur any excise tax on benefits.
- C. The Board will provide an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, non-reimbursable medical expenses, and

childcare expense allocations are covered consistent with applicable legal requirements.

D. Open Enrollment

Eligible employees and their family members may only enroll during the month of employment, at a change in status (marriage, birth, adoption), or in November of each year.

E. Employees' health insurance rates go into effect during the month in which the District's rates increase.

14.03 Dental and Vision

Each eligible employee may enroll in a dental and/or vision insurance program. The Board shall contribute for those eligible employees enrolling in the single or family plans eight percent (80%) of the premium.

14.04 Term Life Insurance

The Board shall provide and pay the full cost of group term life insurance for all contracted classified employees in the amount of \$35,000 until the employee reaches the age of 70. Once an employee reaches the age of 70, the life insurance amount will be reduced by 50%. Once an employee reaches the age of 75, the life insurance amount will be reduced by 75%.

14.05 Unpaid Leaves of Absence

Any insurance coverage provided when an employee is not in paid status (i.e., actively working or on paid leave or taking leave under the Family Medical Leave Act shall be at one hundred percent (100%) employee cost. An employee will not receive Board-paid fringe benefits while on an unpaid leave of absence, unless the employee pays one hundred percent (100%) of the cost of such fringe benefits. To continue to receive health insurance benefits during an unpaid leave of absence, an employee must pay one hundred percent (100%) of the premium prior to beginning the unpaid leave of absence.

Additionally, any employee taking an unpaid leave of absence will be required to sign an authorization, permitting the Treasurer to deduct from the employee's future pay, any health insurance costs incurred by the Board on behalf of the employee during the period of unpaid leave. Such authorization must be signed prior to beginning the unpaid leave of absence. The provisions of this Section 14.05 must be satisfied in addition to the provisions of R.C. 3319.13 for an employee to be granted an unpaid leave of absence. The provisions of this Section 14.05 shall also prevail over any conflicting provision of R.C. 3319.13 with respect to an unpaid leave of absence.

14.06 New Insurance

- A. New insurance begins on 1/1/23 to enable the Board to transition employees to the new plan;
- B. The contract with the insurance carrier includes a fixed cost for the Board of Education's share of the premiums that reflects the guaranteed rates for the plan from 2024-2026. See attached **Exhibit D**. Any excess cost will be paid solely by the employee.
- C. The Board reserves the right to change carriers at the end of the contract without agreement of the Union.
- D. Enrollment – Each employee is required to affirmatively enroll in or opt-out of the plan each year. If an employee does not submit his/her enrollment/opt-out paperwork in time, the employee's contribution for the year will be: 25% for single coverage and 50% for family coverage.

Article 15 – Hours of Work & Calamity Days

- 15.01 Employees shall work a schedule as determined by the Superintendent, or designee.
- 15.02 In the event that the school district is closed due to a calamity, employees shall suffer no loss in pay. However, no such employee shall be paid for any additional days of work the District may make up, provided said make-up days do not require the employee to report for more days than required by his/her contract.
- 15.03 On calamity days, employees shall not report to work unless informed otherwise. Employees who are requested to report to work on any day declared a public calamity shall be paid their regular hourly rate for all hours worked.
- 15.04 In the event school is canceled due to inclement weather or other public health or safety reasons, the Employer will use its best efforts to notify employees via the District's notification system and will notify local news stations of the decision to cancel. Employees remain responsible, however, for checking the designated television and/or radio stations for announcements of a cancellation. Employees who are in a non-pay status before or after a calamity day will not be paid for the calamity day.

Article 16 – General Provisions

- 16.01 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or

both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

- 16.02 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practices, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- 16.03 As required by Section 3301.10(P) of the Ohio Revised Code, the provisions of Section 3302.10 are incorporated into this Agreement by reference.
- 16.04 Amendments may be made at any time by mutual agreement in writing.
- 16.05 This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and remain in effect through June 30, 2025.
- 16.06 The Board may, in its discretion, install, institute, and/or implement any technological observation system (e.g., video event recorders, cameras, surveillance devices, GPS devices, etc.)(collectively, "Employer Technology") if it deems appropriate. The Board shall provide the Union with at least thirty (30) days advance notice and meet with the Union, upon request, prior to installing, instituting, or implementing Employer Technology. The Board may use any and all data collected through the use of Employer Technology for any lawful purpose. The Board shall disclose the location of all Employer Technology prior to activation and will permit the Union to review information collected from the Employer Technology during any disciplinary investigation.
- 16.07 If the Board of Education desires to change its Classified Employee Handbook in any manner that may affect the wages, hours or terms and conditions of employment of bargaining unit members, it will provide notice to the Union Business Agent prior to implementing such change.
- 16.08 The Board may obtain a waiver to any provision of this Agreement in accordance with the following procedure. The Superintendent, or designee, will meet with the Business Agent, or designee, and Union Steward in an attempt to resolve the issue. If the parties are unable to reach agreement, the Board and the employee involved may agree to a waiver as long as no precedent is set, no other employees are adversely affected, and the Union is given notification of the Agreement.
- 16.09 The Board will send a copy of the agenda and minutes to the Union Steward and Business Agent via email for each Board meeting.
- 16.10 Bus Washing

At the end of each school year, each employee will have an opportunity to report to work, on a day determined by the Transportation Director, for six (6) hours at their regular rate of pay to deep clean their bus. The District will provide cleaning supplies. Employees may sign up for additional bus cleaning opportunities on a first come, first served basis if available.

Article 17 – Bulletin Boards

- 17.01 The Board agrees to provide a bulletin board in the bus garage for use by the Union only. It is understood that no material may be posted on the bulletin board which contains an attack upon any other employee or the Board.
- 17.02 All Union notices of any kind posted on the bulletin board shall be signed and posted by the Union Business Agent or by a Union steward, as directed by the Business Agent.
- 17.03 No Union materials, of any kind, may be posted anywhere in the Board's facilities, or on the Board's equipment; except on the bulletin board designated for use by the Union. However, the Union may put notices to members in their mailboxes and may use their work email or the employee computer in the bus garage to send notices to members.
- 17.04 At the end of each month, Union stewards are responsible for the removal of any expired notices from the bulletin board.
- 17.05 Upon the request of the Superintendent or her designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

Article 18 – Employee Evaluation

- 18.01 An annual evaluation of an employee's job performance shall be examined by the employee and initialed by him/her prior to being placed in his/her file. Such signing or initialing does not mean that the employee agrees with the evaluation, only that the employee has examined the evaluation.

Article 19 – Personnel Files

- 19.01 An employee shall be informed of any complaint which is directed toward the employee if such will become a part of the employee's personnel file. If the District determines that a complaint is unsubstantiated, the complaint will not be placed in an employee's personnel file.
- 19.02 An employee shall have the right to reply in writing to any critical material contained in the personnel file, which the employee believes to be in error. Such reply will be placed in the employee's personnel file along with the document or documents to which it relates.

19.03 An employee may periodically review his/her personnel file at a mutually convenient time to the employee and the Employer, so long as the employee does not remove any item from the file. A union representative may accompany the employee.

19.04 Employees shall have only one (1) official personnel file located in the District Office.

Article 20 – Shop Stewards, Union Representatives, and Union Rights

Union Stewards

20.01 The employer agrees to recognize stewards as elected by the Union.

20.02 The Union may elect Steward(s) who shall be a regular employee and shall perform his regular duties as such but shall be the Union representative on the job. In the absence of the Steward, an alternate Steward may be assigned by the Union to perform the duties of Steward. The function of the Steward shall be to report to the Union Business Agent, meet with the employer and employees to investigate and resolve grievances, when requested by an employee during investigatory interviews, attend negotiations, attend Labor/Management Meetings, and any other meetings with the Employer that the Union needs assistance with which would normally involve and/or require the Union's involvement. All union-related duties of a Steward or alternate Steward shall be performed outside the employee's regular scheduled work hours, and without additional pay, unless the employee is requested to attend a discipline/grievance meeting by the Superintendent, or designee, during the employee's regularly scheduled work hours, in which case the employee will receive his/her regular rate of pay.

20.03 A duly authorized Business Agent of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting any business of the Union. However, the representatives shall first make their presence known with advance notice to the District Office and state the nature of the matter involved. Such visits shall be limited to the purposes of determining whether provisions of this Contract are being observed. The Employer will make reasonable efforts to accommodate such requests, giving due regard to the nature of the matter, safety, and its own needs. Representatives who are not employees will be subject to all regulations of the employer applicable to non-employees. Such visits shall not occur during the regular scheduled work hours of any employee and shall not interfere with the operations of the school district or any department thereof.

20.04 The Union shall be allowed to use facilities of any building for Union meetings provided that no other school related activities are scheduled for the area and time requested and provided such meetings do not interfere with an employee's regular scheduled work hours. Such request shall be granted upon fulfillment of Board policy regarding use of facilities.

Labor Management Rights

20.05 The Employer and the Union agree labor and management meetings are an important part of collaborative labor relations. The parties agree to schedule meetings on an as needed

basis, up to two (2) times per year, at times outside the employees regular scheduled work hours. The parties further agree these meetings will be used to resolve differences, not as a part of the grievance procedure or a forum for collective bargaining.

Non-Discrimination

- 20.06 The Employer and the Union shall cooperate to assure that no employee is discriminated against for exercising rights under this Agreement.

Release Time Rights

- 20.07 For the employees designated as representatives of the Union to attend Local 284 approved conferences, meetings of the Union, lawful activities associated with Union legislative issues and conventions during work shifts, release time without pay from the District may be made available by the District at the Superintendent's sole discretion.
- 20.08 The Board shall afford the Steward an opportunity to introduce themselves to a newly hired member of the bargaining unit as identified in the recognition clause and to make presentation (not to exceed fifteen (15) minutes) concerning this Agreement after such employee begins work. Such meetings shall occur outside of the steward and new employee's regular scheduled work hours.

Union Rights to Information

- 20.09 The Board shall provide to the Union a Seniority roster of all bargaining unit employees on or before October 30th of each school year.
- 20.10 The Union and the Board shall share the cost of printing the contract equally.

Article 21 – Severance Pay

- 21.01 An employee with ten or more years of service to the Board shall, at the time of retirement, be paid for one-fourth the value of his/her accrued sick leave credit, not to exceed forty (40) days.
- 21.02 To be eligible for severance pay, an employee must meet the qualifications for retirement set forth by the State Employees Retirement. Application for severance pay shall be made through the Office of the Treasurer on forms furnished by the School District. Documentation of retirement from SERS is required and must be presented to the Office of the Treasurer within ninety (90) days of an Employee's last day worked to receive severance pay.
- 21.03 Compensation shall be based on the Employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. The amount shall be paid in lump sum to the retiree within thirty (30) days of the District's receipt of proof of retirement.

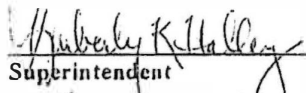
Article 22 – Classifications and Position Descriptions

22.01 The Board will establish position descriptions within the classifications certified by SERB for each bargaining unit position and provide the position descriptions to employees; the Board will notify the Union and employee of any changes to bargaining unit position descriptions.

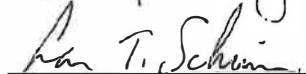
**For The Circleville City
School District Board of Education**



President

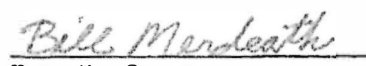


Superintendent



Treasurer

**For Teamsters Local
Union 284**



Recording Secretary



Negotiating Committee

Negotiating Committee

Date: 05-02-23

Date: 5-09-23

Exhibit A

2023-24 Salary Schedule		2024-25 Salary Schedule	
Step 0	\$20.00	Step 0	\$20.40
Step 1	\$20.30	Step 1	\$20.71
Step 2	\$20.60	Step 2	\$21.01
Step 3	\$20.90	Step 3	\$21.32
Step 4	\$21.20	Step 4	\$21.62
Step 5	\$21.50	Step 5	\$21.93
Step 6	\$21.80	Step 6	\$22.24
Step 7	\$22.10	Step 7	\$22.54
Step 8	\$22.40	Step 8	\$22.85
Step 9	\$22.70	Step 9	\$23.15
Step 10	\$23.00	Step 10	\$23.46
Step 11	\$23.00	Step 11	\$23.46
Step 12	\$23.00	Step 12	\$23.46
Step 13	\$23.00	Step 13	\$23.46
Step 14	\$23.00	Step 14	\$23.46
Step 15	\$23.30	Step 15	\$23.77
Step 16	\$23.30	Step 16	\$23.77
Step 17	\$23.30	Step 17	\$23.77
Step 18	\$23.30	Step 18	\$23.77
Step 19	\$23.30	Step 19	\$23.77
Step 20	\$23.60	Step 20	\$24.07
Step 21	\$23.60	Step 21	\$24.07
Step 22	\$23.60	Step 22	\$24.07
Step 23	\$23.60	Step 23	\$24.07
Step 24	\$23.60	Step 24	\$24.07
Step 25	\$23.90	Step 25	\$24.38
Step 26	\$23.90	Step 26	\$24.38
Step 27	\$23.90	Step 27	\$24.38
Step 28	\$23.90	Step 28	\$24.38
Step 29	\$23.90	Step 29	\$24.38
Step 30	\$24.20	Step 30	\$24.68

Exhibit B

2023-24 Salary Schedule

Step 10	\$25.50
Step 11	\$25.50
Step 12	\$25.50
Step 13	\$25.50
Step 14	\$25.50
Step 15	\$25.88
Step 16	\$25.88
Step 17	\$25.88
Step 18	\$25.88
Step 19	\$25.88
Step 20	\$26.27
Step 21	\$26.27
Step 22	\$26.27
Step 23	\$26.27
Step 24	\$26.27
Step 25	\$26.65
Step 26	\$26.65
Step 27	\$26.65
Step 28	\$26.65
Step 29	\$26.65
Step 30	\$27.03

2024-25 Salary Schedule

Step 10	\$26.01
Step 11	\$26.01
Step 12	\$26.01
Step 13	\$26.01
Step 14	\$26.01
Step 15	\$26.40
Step 16	\$26.40
Step 17	\$26.40
Step 18	\$26.40
Step 19	\$26.40
Step 20	\$26.79
Step 21	\$26.79
Step 22	\$26.79
Step 23	\$26.79
Step 24	\$26.79
Step 25	\$27.18
Step 26	\$27.18
Step 27	\$27.18
Step 28	\$27.18
Step 29	\$27.18
Step 30	\$27.57

Exhibit C

2023-24 Salary Schedule

Step 22	\$29.00
Step 23	\$29.00
Step 24	\$29.00
Step 25	\$29.00
Step 26	\$29.00
Step 27	\$29.44
Step 28	\$29.44
Step 29	\$29.44
Step 30	\$29.44

2024-25 Salary Schedule

Step 22	\$29.58
Step 23	\$29.58
Step 24	\$29.58
Step 25	\$29.58
Step 26	\$29.58
Step 27	\$30.02
Step 28	\$30.02
Step 29	\$30.02
Step 30	\$30.02

Exhibit D



Benefit Package 841
New Key 2b and New Rx2

BENEFIT OPTION	BENEFIT LEVEL	TIER 1 EMPLOYEE ONLY	TIER 2 EMPLOYEE PLUS ANY CHILDREN	TIER 3 EMPLOYEE PLUS SPOUSE	TIER 4 FAMILY
Effective Date 04/03/2022					
Base Medical Benefits	New Key 2b	\$122.95	\$245.85	\$295.00	\$368.80
Prescription Drug Benefits	New Rx2	\$29.45	\$58.90	\$70.65	\$88.30
Package 841	Total Weekly Rate Eff. 04/03/22	\$152.40	\$304.75	\$365.65	\$457.10
Effective Date 04/02/2023					
Base Medical Benefits	New Key 2b	\$129.00	\$258.00	\$309.60	\$387.00
Prescription Drug Benefits	New Rx2	\$30.75	\$61.55	\$73.85	\$92.30
Package 841	Total Weekly Rate Eff. 04/02/23	\$159.75	\$319.55	\$383.45	\$479.30
Effective Date 03/31/2024					
Base Medical Benefits	New Key 2b	\$136.80	\$273.50	\$328.25	\$410.30
Prescription Drug Benefits	New Rx2	\$32.70	\$65.40	\$78.50	\$98.15
Package 841	Total Weekly Rate Eff. 03/31/24	\$169.50	\$338.90	\$406.75	\$508.45
Effective Date 03/30/2025					
Base Medical Benefits	New Key 2b	\$142.95	\$286.00	\$343.15	\$428.95
Prescription Drug Benefits	New Rx2	\$34.15	\$68.30	\$81.95	\$102.45
Package 841	Total Weekly Rate Eff. 03/30/25	\$177.10	\$354.30	\$425.10	\$531.40

Circleville City School District
Teamsters Local Union 284
September 2022

Exhibit E

**Teamsters Local Union Number 284
Grievance Form**

Step 1 - Informal

Name of Grievant: _____ Date of Violation: _____

Date of Informal Discussion: _____

Step 2 - Supervisor

Name of Grievant: _____ Date of Violation: _____

Attach a statement that includes the allegation on which the grievance is based, the provision of the Agreement which allegedly has been violated, and the relief or remedy requested.

Grievant Signature: _____ Date Submitted: _____

Received by: _____ Date Received: _____

Date of Meeting Between Supervisor/Grievant: _____

Disposition of Supervisor (attach a signed and dated sheet)

Supervisor Signature: _____ Date Submitted: _____

Step 3 – Superintendent

Grievant Signature: _____ Date Submitted: _____

Received by: _____ Date Received: _____

Date of Meeting Between Superintendent/Grievant: _____

Disposition of Superintendent (attach a signed and dated sheet)

Superintendent Signature: _____ Date Submitted: _____

Step 4 – FMCS Mediation

Grievant Signature: _____

Union Signature: _____ Date Submitted: _____

Received by: _____ Date Received: _____

Step 5 – Arbitration

Union Signature: _____ Date Submitted: _____

Received by: _____ Date Received: _____