

ARTICLE IX

PAY DAYS AND SALARY SCHEDULE

- 9.1 The salary schedule for all employees covered by this Agreement as negotiated between the Employer and the Union is attached.
- 9.2 All salaries are subject to withholdings as provided by law plus other deductions requested by the employee and approved by the Board of Education.
- 9.3 Paychecks for those employees working on the 2nd shift will be issued the afternoon prior to the pay date as established by the district's pay date schedule.
- 9.4 Pay date schedule --- same as for all District employees.

ARTICLE X

GRIEVANCE PROCEDURE

- 10.1 Grievances, Grievance Committee and Communication with the Board of Education.

Section I – Definitions

- a. A “grievance” shall mean a complaint by an employee or group of employees that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- b. All time limits consist of weekdays, unless otherwise provided herein.

Section II – Procedures for Adjustment of Grievances

- Step 1 - The grievance must be filed in writing within ten (10) working days of the action which is the subject of the grievance. Grievances shall be first presented to the Director of Buildings and Grounds who will arrange for a meeting to take place within ten (10) days after receipt of the written grievance. The grievant or a representative of the grievant's choosing, such as the local steward, shall meet with the Director of Buildings and Grounds and discuss the grievance. Within five (5) days of the meeting, the grievant and the local grievance chairman shall be provided with the Director of Buildings and Grounds' written response.
- Step 2 - If the grievance is not settled at Step 1 and the grievant desires to appeal, it shall be referred in writing to the Superintendent of Schools within ten (10) days after receipt of the Step 1 answer. The Superintendent of Schools shall arrange for a meeting to take place within ten (10) days of the Superintendent of Schools receipt

of the appeal. Within five (5) days of the meeting, the grievant and the local shall be provided with the Superintendent of School's written response.

Step 3 - If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board of Education within ten (10) days after the answer at Step 2. The Board shall at its next Board meeting, after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the local within ten (10) days after the Board meeting.

Step 4 - If the decision at Step 3 is not satisfactory to the grievant, the grievant may submit in writing within thirty (30) school days after receiving the Board's decision at Step 4, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties.. If the two parties fail to reach agreement with the arbitrator within the said ten (10) day period, The American Arbitration Association will immediately be requested to provide a list of arbitrators in accordance with the Voluntary Labor Arbitration Rules of said Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the receipt of final statements and proofs. The arbitrator's decision will be in writing and will set forth his findings in fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without the power or authority to make any decision, which requires the commission of an act, prohibited by law or which is contrary to, inconsistent with, or which modifies or varies the terms of this contract.

The fee for the arbitrator's services, his expenses and the administration fee of the American Arbitration Association shall be borne equally by the parties.

Section III – Miscellaneous

Any custodial employee or group of custodial employees may be accompanied and represented at all hearings and conferences between members of the custodial staff and the Board of Education by representatives of Local No. 73 – S.E.I.U.