

AGREEMENT

between

BOARD OF EDUCATION
OF THE
MARYSVILLE PUBLIC SCHOOLS DISTRICT

Marysville, Michigan

and

Marysville Education Custodial Maintenance
Michigan Education Association, NEA

2010-2013

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PURPOSE AND INTENT OF THE PARTIES

The purpose of the Employer and the Union in entering into this labor agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote harmonious and peaceful relationships between the Employer and the Union which will serve the best interests of all concerned.

AGREEMENT

THIS AGREEMENT, entered into this 9th day of July, 2009, by and between the BOARD OF EDUCATION of the MARYSVILLE PUBLIC SCHOOLS DISTRICT, Marysville, Michigan, hereinafter called the "Board", and Marysville Education Custodial Maintenance Michigan Education Association/National Education Association, hereinafter called the "Union".

ARTICLE I RECOGNITION AND DUES

- A. The Board hereby recognizes Marysville Education Custodial Maintenance Michigan Education Association/National Education Association as the exclusive bargaining representative for all custodians, custodian-engineers, equipment operators, utility drivers, semi-skilled maintenance engineers, and skilled maintenance engineers employed by the Board but excluding the Building and Grounds Manager, professional staff members, hot lunch and office employees.
- B. The Board agrees not to negotiate with any other custodians and engineers organization for the duration of this Agreement.
- C. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement or shall pay to the Union an amount of money equal to the Union's regular monthly dues but shall exclude any initiation fees and other assessments.

All future regular full-time and part-time employees, as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's usual monthly dues but excluding initiation fees and other assessments.

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of the employees all regular and usual dues, excluding initiation fees and other assessments of the Union, levied in accordance with its Constitution and By-laws, or representation fee equivalent to dues; provided, however, that the Union presents to the Employer an authorization signed by the employee allowing such deductions and payments to the Union. Changes either as to additions in Union membership or changes in dues will be certified to the Employer in writing by the Union at least one (1) month in advance of the effective date of the change.

The amount of dues will be certified in writing to the Employer by the Secretary-Treasurer of the Union. Normally, the deductions will be made the first pay of the month and the

amount of the dues, or representation fees equivalent to dues, shall be forwarded to the Union no later than the 20th of the month.

For new employees, the payment of dues, or representation fee equivalent to dues, shall start no later than thirty-one (31) days following the completion of the probationary period.

The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted against the Employer on account of any check-off of Union dues, or representation fee equivalent to dues, or representation fee equivalent to dues or failure to pay dues, or representation fee equivalent to dues.

ARTICLE II **DISTRICT RIGHTS**

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the District. Other rights and responsibilities not abridged by this contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, departments and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.
- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.
- C. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver or a past practice, or preclude the District from exercising the same in some other way at a later date which is not in conflict with the express provisions of this Agreement. The Union is not waiving the right to make its views known to the District prior to the time changes in management practices are made. The proceeding sentence does not require the District to negotiate management decisions, which are covered by this Article.

ARTICLE III **HOURS OF EMPLOYMENT**

- A. Subject to the employer's management right to establish starting and quitting times and work schedules and except for employees hired for part-time work, the following work schedule will normally be in effect. However, once established, permanent schedules

will be changed only upon ten (10) days advance written notice of the change and the Union shall be given the opportunity prior to the time said change is made to meet with the District representatives to discuss the changes. Such meeting, if the Union desires one, shall occur within seven (7) days of the date of the notice of the change. The District reserves the right to make temporary schedule changes. "Temporary" shall be defined as a reasonable amount of time, but in no event longer than one calendar month.

1. When school is in session:

Day Shift

Morton Elementary	5:30 a.m. to 1:30 p.m.
Gardens Elementary	5:45 a.m. to 1:45 p.m.
Washington Elementary	6:00 a.m. to 2:00 p.m.
Middle School	6:00 a.m. to 2:00 p.m.
High School	6:00 a.m. to 2:00 p.m.
Maintenance	7:00 a.m. to 3:00 p.m.

Afternoon Shift

Elementary School	3:00 p.m. to 11:00 p.m.
Middle School	3:00 p.m. to 11:00 p.m.
High School	3:00 p.m. to 11:00 p.m.
HS/Gardens/Wash. Cust.	3:30 p.m. to 11:30 p.m.
Maint./Relief Engineer	3:00 p.m. to 11:00 p.m.

2. When school is not in session during Christmas Break, Mid-Winter Break, Easter Break, and Summer:

All locations 7:00 a.m. to 3:30 p.m.
Exception: High School Afternoon Engineer

3. When school is not in session during Summer:

All locations 6:30 a.m. to 3:00 p.m.
Exception: High School Afternoon Engineer

- B. Authorized overtime will be paid at the rate of one and one-half (1-1/2) the regular rate. Employees working over forty (40) hours in one week shall be paid at time and one-half for those hours that exceed forty (40) hours. Holidays and vacation time will be counted as hours worked when calculating overtime. Sick days or use of business days does not count toward overtime.
- C. The Board agrees that overtime shall be shared as equable as is possible when overtime is necessary. A monthly list of overtime worked will be prepared by the Business Office with a copy sent to the Union President, and a copy posted in the Maintenance Building. Additionally, records shall be kept of who was called for overtime, when they were called, and the results of the call. The Building and Grounds Manager will make these records available to the officers of the bargaining unit on a monthly basis. A list of overtime will be kept by the Building and Grounds Manager and a union rep. The Building and Grounds Manager will notify the union rep. of any changes (both hours worked and hours refused) on the first working day of each week. The date and time of calls will be logged and become part of the record. Except for overtime of an emergency

nature, overtime lists will be posted forty-eight (48) hours ahead of schedule. Employees asked to work overtime will be notified at least two (2) hours in advance unless conditions prevent the early notice.

When overtime is necessary the person with the least amount of overtime (refusals included) who is qualified to work the overtime will be asked first. If overtime is refused the next lowest person who is qualified will be asked. This order will continue until overtime is accepted. Any time overtime is refused the person who refused the overtime will be charged those hours toward their overtime record. Employees who are on extended leave as defined in Article X for more than one week (5 work days) shall accumulate overtime as if they had been asked and refused.

Building overtime will be offered to the qualified personnel of that building first. Building Engineers will alternate weekends to cover activities. If building personnel refuse the overtime it will be offered to the next qualified person with the least amount of overtime and follow that process until overtime is accepted. Maintenance personnel with the least amount of overtime will be offered stadium overtime first, following this process until overtime is accepted. If all maintenance personnel refuse stadium overtime it shall be offered to the next qualified personnel and follows that process until overtime is accepted. For the purpose of stadium clean up, the crew will consist of one Maintenance person, with the remainder of the crew consisting of custodial personnel with the least amount of overtime. For the purpose of covering overtime for building carnivals—qualified building personnel will be assigned to work their respective shifts.

- D. Any employee who is called in on an emergency call outside of his regular working hours shall be compensated at least two (2) hours at the overtime rate.

- E. In the event the Superintendent of Schools deems it necessary to close school due to an "Act of God" the employees will report to work at the same time as a normal work day when school is not in session. The Building and Grounds Manager shall notify afternoon shift building custodians. Afternoon relief engineer will work his regular shift. If conditions are such that the employee cannot make it to work at the appointed time, he will call the Building and Grounds Manager for further direction.

ARTICLE IV

VACANCY AND PROMOTION

- A. No vacancy or new position in the bargaining unit will be filled by hire, transfer, or promotion until such vacancy has been posted for a period of five (5) working days and present full-time employees have had the opportunity to apply for such positions and to have their application considered.

- B. Promotions and transfers within the bargaining unit shall be made on the basis of seniority providing the employee has the qualifications, skills, and abilities to perform the job, as determined by the Board or its representative. To aid in the determination of qualifications, the Building and Grounds Manager shall administer proficiency tests in the following categories on a semi-annual basis: Skilled Maintenance, Semi-Skilled Maintenance, Grounds/Equipment Operator, Custodial (Building) Engineer. To be

eligible for promotion to Skilled Maintenance, Semi-Skilled Maintenance, Grounds/Equipment Operator or Custodial (Building) Engineer an applicant must have taken and passed the proficiency test corresponding to that job classification within two years of the date of application. The Union shall be consulted in helping to design and develop the testing instrument. For the purpose of this article, a passing grade on the test shall be defined as seventy percent (70%) overall with at least fifty percent (50%) on each section. Additionally, to be eligible for promotion an employee must have received an overall rating of satisfactory or better in each of the nine areas of his/her most recent performance appraisal.

- C. In the event the employer creates new position(s) which properly come within the scope of the bargaining unit, the Employer will establish the initial pay rate for the position or positions. The Union retains the right to bargain to the rates and when final agreement is reached, the rate agreed upon will be retroactive to the date the position(s) was established. For the purposes of this Article, new positions shall also be defined as a permanent change in building location, shift and/or pay rate. Employees shall have the right to bump downward or laterally to fill such positions, in accordance with the provisions of paragraph B above. For the purpose of this Article, a change in shift shall be defined as greater than a one-and-a-half (1 ½) hour change in starting/ending time.
- D. Temporary assignments for the purpose of filling temporary vacancies which are anticipated to exceed thirty (30) working days due to illness or other leaves approved by the District shall be filled on the basis of seniority providing the employee has the qualifications, skills, and abilities to perform the job, as determined by the Board or its representatives. Such temporary assignments shall be posted for a period not less than three (3) working days. Said employee(s) shall receive the rate of pay of the vacancy for all hours worked after the fifth day. The District shall have the right to return to his/her former position any employee placed in a temporary position if the District determines such employee is unable to perform the job as determined by the Board or its representatives.
- E. If the Building Custodian assumes the duties of the Building Engineer in their assigned building on a temporary basis [less than thirty (30) days], he shall receive the pay rate of the Building Engineer for those days worked in that position, at the step the employee assuming the duties is presently on, upon official notification to the personnel office by their supervisor.

ARTICLE V

PROBATIONARY EMPLOYEES

- A. New employees hired by the District shall serve a probationary period of 185 days. During this period, the employee will be paid at the probation rate indicated in the salary schedule.

During the probationary period the employee shall be evaluated at least once using Form A, by the Building and Grounds Manager, and recommended for continued employment, or dismissal, if his work is unsatisfactory. New employees shall not be eligible for any overtime until their probationary period is completed. At the end of their probationary period, they shall be considered to have accumulated overtime as if they had been asked and refused. Such overtime shall be the same as the highest person in their classification.

- B. An employee who transfers to another job classification shall be on probation for a period of ninety (90) days to prove his ability to do the work under that job classification. The employee will start at Level A on the salary schedule.

An employee who would suffer a reduction in hourly rate by the voluntary transfer to a higher job classification shall start at the appropriate Level of their pay scale that would provide for an increase in such hourly rate.

In the event the employee does not perform the work in a satisfactory manner as documented on Form A, the Board or its representative may transfer this employee back to his former job. The employee, during the first sixty (60) days, may request that he be transferred back to his former job.

ARTICLE VI **SENIORITY**

- A. A seniority list shall be prepared as soon as possible after this Agreement goes into effect and such a list shall be revised and issued annually thereafter. Copies shall be supplied to the Union.
- B. Seniority shall commence on the date of hire. In the event two (2) or more employees are hired at the same time, the date on the job application from which they were hired shall determine the position on the list.
- C. Seniority shall terminate if:
1. The employee resigns or retires;
 2. The employee is discharged;
 3. In the event of layoff, if the employee fails to return to work within ten (10) business days after notification by registered mail;
 4. Seniority will not be lost if the employee is on a medical leave, or on worker's compensation.
 5. If the period of layoff exceeds the employee's total seniority or one (1) year-whichever is greater.
 6. If the employee does not return from a leave of absence approved of by the District.
- D. Employees who leave the bargaining unit to take another position within the employment of the Marysville Schools shall be afforded the same sick leave and vacation benefits they accrued during their bargaining unit membership if they return to the bargaining unit.

ARTICLE VII
DISCIPLINE

- A. Disciplinary action up to a discharge shall be only for just cause. The just cause standard shall not apply to a discharge and the grounds necessary for a discharge will be decided by the Board of Education. Constructive criticism will be utilized to attempt to correct any deficiency before disciplinary action is required. In cases of disciplinary action, the following progressive discipline procedure shall be followed.
1. First step - verbal reprimand.
 2. Second step - written reprimand.
 3. Third step - suspension or lay off.
 4. Fourth step - discharge.
- B. Disciplinary action will be private.
- C. Whenever a matter of discipline is reduced to writing, the employee may have a Union representative present at the meeting.
- D. It is understood that in the case of a major offense, Steps 1, 2 and 3 of A above may be eliminated.

ARTICLE VIII
HOLIDAYS

- A. For the purpose of this Agreement, the term "Holiday" shall mean one of the following days:
- Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24, Christmas, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. In addition, the Monday after Easter will be a paid holiday, if school is not in session.
- B. A regular employee shall be paid for each of the holidays set forth in Paragraph A occurring during the period in which he is actively at work. Pay at straight time for his regularly-scheduled hours, that is, regular rate of pay at the time the holiday occurs.
- C. The employee shall be eligible for holiday pay only if he works his last scheduled shift prior to and his next scheduled shift after such holiday. An employee shall not forfeit his holiday pay if absent due to the following conditions:
1. An employee is absent from work due to a verified personal illness and on paid sick leave.
 2. An employee is on vacation prior to or following such holiday, in accordance with the provisions of Article III.
- D. A holiday occurring on Saturday shall be observed on Friday and a holiday occurring on Sunday shall be observed on Monday, providing school is not in session. When Decem-

ber 24 and/or Christmas Day occurs on a Saturday and/or Sunday, two holidays shall be observed--on the preceding Friday and the other on the following Monday. When holidays fall on Sunday, the Afternoon Maintenance person shall have Tuesday as the holiday.

ARTICLE IX **VACATION**

- A. The vacation year shall be July 1st through June 30th. Vacation earned must be scheduled and used on or before June 30th of each year.
- B. A full-time employee shall, on July 1st, be eligible for vacation with pay for continuing service in accordance with the following schedule:
 - 1. Less than one year - one day vacation for each full month of service, not to exceed ten (10) days. Vacation accrued during the first year of employment becomes available July 1st following hire date.
 - 2. At least one (1) year but less than seven (7)- two (2) weeks.
 - 3. At least seven (7) years but less than fourteen (14) - three (3) weeks.
 - 4. At least fourteen (14) years but less than twenty-one (21)- four (4) weeks.
 - 5. At least twenty-one (21) years of continuous service – five (5) weeks.
- C. Employees hired during the first sixty (60) days of a school year (prior to the start of school) shall be eligible for vacation benefits retroactive to July 1 for purposes of the 7th, 14th, and 21st years' additional weeks vacation. All other employees will become eligible on their anniversary date.
- D. If an employee terminates under any conditions, he shall be entitled to vacation benefits on a pro-rata basis for that part of the year worked following July 1. An employee must be employed in the school system more than one-half of the calendar days in any one month to be eligible for vacation benefits for that particular month.
- E. An employee may take vacation as follows:
 - 1. Vacation from July 1st until school opens in the fall will be scheduled on a seniority basis subject to approval by the Building and Grounds Manager.
 - 2. Vacation during the school year may be taken upon employee's request. However, only one employee may be off at a time in each of the following classifications: Day Engineer, Afternoon Engineer, Custodian, Day Maintenance and Night Maintenance, unless approval is granted by the Building and Grounds Manager.
 - 3. Vacation time after the last day of school through June 30th of each year will be based on date vacation request was submitted subject to approval of the Building and Grounds Manager. However, only six (6) employees may be off at a time, unless the Building and Grounds Manager grants approval.

4. Employees must request vacation at least thirty (30) calendar days in advance for any vacation of more than five (5) consecutive working days. Employees must request vacation at least four (4) working days in advance for any vacation of five (5) or less days unless no other employees are scheduled off on those dates, and subject to approval by the Buildings & Grounds Manager.
- F. Any employee who works for a full year, July 1 to June 30, without use of any sick leave or business leave time shall be granted a floating "day off" with pay to be taken between July 1 and the start of the school year or during a school vacation period. The floating "day off" must be requested five days prior to the day to be taken.

ARTICLE X
SICK LEAVE AND OTHER PAID LEAVE

- A. All employees shall be allowed emergency leave days as follows:
1. Sixteen (16) days per year. (To be credited to each custodian's personal sick leave bank at the beginning of each year July 1.) If a custodian is paid for any credited sick leave days which have not accrued to his benefit and terminated his employment with the Board, he shall repay all monies received for all such unaccrued sick leave. The Board reserves the right to require a doctor's report on sick leaves longer than five (5) days (working days) in duration.
 2. Each employee shall be entitled to an accumulation for the unused portion of each year's leave which may be used at some subsequent time for the reasons mentioned in (B) 1 and 2 only. The maximum accumulative leave time for all custodians shall be 300 days for the duration of this Agreement.
- B. Leave days will be allowed for the following reasons, such time to be charged against leave time:
1. Personal illness and quarantine.
 2. Illness in the immediate family which requires the presence of the employee is limited to five (5) days per occurrence. The District may require verification of illness or injury at its discretion after the 2nd day of absence.
 3. Death in the immediate family. Up to five (5) days total may be used for the death of a spouse, father, mother, sister, brother, daughter or son. Up to three (3) days total may be used for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, legal guardian, or any member living within the same household.
 4. Not more than three (3) work days in one year may be used for business reasons that cannot be met outside of the regular working day if requested at least four (4) days in advance and approved by the Superintendent of Schools prior to taking leave. One of these three days may be used as an unreviewed day. Business days may not be used on the day before or after a holiday or vacation, for the purpose of personal pleasure, family activities, shopping, hunting, skiing, sports events, or for gainful employment. The four-day advance notice may be waived for funerals or other approved emergencies. However, only one employee may off at a time in each of the following classifications: Day Engineer, Afternoon Engineer,

Custodian, Day Maintenance and Night Maintenance, unless approval is granted by the Building and Grounds Manager.

5. Routine doctor and dentist appointments are to be scheduled on the employee's own time. Doctor and dentist appointments will be deducted from sick leave when appointments are made during normal work hours.
 6. An employee may take up to three (3) days off work without pay if approved at least five (5) days in advance.
 7. Employees shall be given a copy of the Request for Leave form upon employee request.
 8. For the purpose of this Article, immediate family will include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, legal guardian, or any member living within the same household.
- C. Absence which is not chargeable against the employee's allowance shall be granted for the following reasons:
1. Absence when an employee is called for jury service. The Board to make up the difference in pay.
 2. Employees required by subpoena to appear in Court will receive full pay provided such appearance is not the result of an illegal or negligent act committed by the employee.
 3. All fees received by the employee in (C) 1 and 2, excluding mileage, will be turned over to the District.
 4. Employees absent because of mumps, measles, scarlet fever, chicken pox, head lice or methicillin-resistant *Staphylococcus aureus*, if documented in writing by a physician, shall not suffer loss of personal leave or salary.
- D. At the beginning of the contract year, the Board shall contribute thirty (30) days to a sick leave bank, to be administered by the Board. Said thirty (30) days shall be non-cumulative. Upon the Board's determination, it may allow a maximum of ten (10) days to a custodian who has exhausted his sick leave, including all accumulated sick leave, provided there are sufficient days available in the bank.
- E. If an employee is absent because of a disability compensable under the Michigan Workers' Compensation Law, the Board will pay the difference between the amount paid or payable pursuant to the Act and the employee's accumulated sick days. The Board's maximum liability under this section shall be the salary amount of the employee's accumulated sick days at the employee's rate of pay at the time of the claim. The employee may elect to waive his sick leave benefit and receive only the workers compensation if they so indicate in writing to the Business Office.
- The District agrees to continue to provide health and life insurance benefits by payment of premiums for the duration of said leave.
- F. Family leave act sections of this Article shall conform to law.

- G. A total of five (5) days may be used by the Union for Union business, of which three (3) days shall be without loss of pay and without cost to the Union. Up to an additional two (2) days may be purchased by the Union at the rate of actual cost to the District for supplying a substitute.

ARTICLE XI **FURLOUGH DAYS**

All employees will be required to take six (6) unpaid furlough days during each school year, exact days to be determined by the Board. Furlough dates will be communicated to employees with as much advance notice as possible. During mandated furlough days, an employee cannot substitute sick leave or vacation days for furlough days.

For each Wage Scale I employee who retires between May 1, 2010, and June 30, 2012, unpaid furlough days shall be reduced by three (3) days, beginning July 1 after the effective date of retirement. Unpaid furlough days shall be pro-rated if such retirement effective date is other than July 1. A maximum of six (6) unpaid furlough days may be eliminated.

ARTICLE XII **INSURANCE**

- A. The Board will pay the monthly premium for hospital-medical-surgical insurance, including a co-pay prescription drug rider, for each full-time employee who makes proper application to participate. The Board shall have the right to name the insurance carrier based on competitive bids for a High Deductible Health Plan with Health Savings Account (\$1,500/\$3,000 HSA, 10/40 prescription co-pay). The Board agrees to deduct from the employee's salary and remit to the carrier any premiums for any additional coverage over and above the Board provided coverage.

Employees enrolled in health care coverage will contribute \$50.00 per pay Single or \$100.00 per pay Two Person or Family, by way of payroll deduction for twenty-six (26) pays, toward the cost of their health care premium.

All full-time employees not desiring health care protection provided above in this Article may elect to receive cash in lieu of health insurance benefits in the amount of \$200.00 per month in accordance with the District's qualified plan document, which complies with Section 125 of the Internal Revenue Code, or Cafeteria Plan, more fully described below.

Individual employees may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

1. They are eligible to receive health insurance benefits; and
2. They file a Waiver of Health Insurance form within the timelines established by the Plan Administrator; and
3. They certify that they are covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefits as stated above shall be payable in twelve (12) monthly payments on the first pay of the month. To the extent permitted by law, the amount of cash payment received may be applied by the bargaining unit member to a Board approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement. All costs relating to the implementation and administration of benefits of this program shall be borne by the District.

- B. The Board will pay the premium for Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the Board. The amounts of such insurance shall be \$30,000 for the duration of this Agreement. Subject to agreement by the carrier, the policy will include the following privileges: (1) Employees who start work after the effective date of the policy will be covered effective the first date of the month following active employment; (2) Employees leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure; (3) Employees will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

In the event of accidental death, the insurance will pay double the specified amount.

- C. The Board will pay the premium for dental insurance for each employee who makes application under a group policy with a carrier determined and selected by the Board. Coverage shall be equivalent to Delta Dental Plan E, Classes 1, 11 and Orthodontic Rider 0-4, including internal and external coordination of benefits.
- D. The Board will pay the premium for optical insurance for each employee who makes application under a group policy with a carrier determined and selected by the Board. Coverage shall be equivalent to MESSA's Vision Care Plan VSP-2.
- E. The coverage's provided in A, B, C, and D are available to full-time employees only and are subject to the provisions of the group policy, and the rules and regulations of the carriers will govern as to commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. The Board's sole and only responsibility shall be for the payments of its portion of premiums as set forth above.

ARTICLE XIII **GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is a complaint for an employee in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement. Every grievance must allege a violation, misinterpretation or misapplication of a specific article and section of this Agreement, which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.

2. The "grievant" is the employee making the claim.
3. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
4. The term "day" shall mean a work day.

B. Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievance.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of any Employee with a grievance to discuss the matter informally with any member of the administration, excluding the Board and any Board member, or of proceeding independently as described in Section "D" of these procedures.

C. Structure

The Superintendent shall be the Board's administrative representative when a grievance arises.

D. Procedure

The number of days indicated at each level is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing.

Level One - Appropriate Supervisor

1. Informal Step: An Employee with a grievance shall discuss it with the Building and Grounds Manager within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.
2. Formal Step: Building and Grounds Manager
 - a. If the Employee is not satisfied with the results of the informal discussion, the Employee shall place the grievance in writing and present it to the Building and Grounds Manager within five (5) days following the informal conference.
 - b. The Employee may again meet with the Building and Grounds Manager and discuss the matter, alone or together with the Employee's Union representative. Building and Grounds Manager shall also have the right to have another representative present.

- c. A written and signed disposition of the grievance shall be made within five (5) days by the Building and Grounds Manager.

Level Two - Superintendent of Schools and Union

1. In the event the aggrieved Employee is not satisfied with the written disposition of his/her grievance at Level One, he/she shall, within ten (10) additional days, file the grievance with the Union.
2. After receipt of the written alleged grievance, the Union shall decide whether or not there is a legitimate grievance.
 - a. If the Union decides that no grievance exists, the Union shall so notify the grievant in writing within five (5) days after receipt of the written alleged grievance. The Employee may continue to process his claim through Level Two only, without the Union's support.
 - b. If the Union decides there is a legitimate grievance, the Union shall within ten (10) days after receipt of the written grievance, file the grievance in writing with the Superintendent of Schools.
3. Within ten (10) days after receipt of the grievance by the Superintendent of Schools, he shall render a decision in writing as to the solution of the grievance.

Level Three - Arbitration

1. If the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools, the written grievance shall be submitted within ten (10) days to arbitration, by written notice to the Superintendent of Schools.
2. Within five (5) days after such written notice submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) calendar days after the submission in writing of the grievance to arbitration as aforesaid, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The District and the Union shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.
3. The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.
 - a. Arbitrability: The following matter shall not be arbitrable and shall not be subject to arbitration:

1. Discipline resulting in discharge;
 2. Evaluation other than procedural matters;
 3. Any grievance based on the statement of "The Purpose and Intent of the Parties" on page 1 of the Contract.
 4. Any matters which are not arbitrable under the specific provisions of this Agreement.
- b. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement. The Arbitrator shall also have no power to add to, subtract from, disregard, alter, or modify any of the terms to this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.
- c. The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice, provided that the district has given advance notice to the Association of its termination of said past practice.
- d. The Arbitrator shall have the power to render a monetary award that provides to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages and shall have no power to award interest or attorney fees.
- e. In rendering the decision of the grievance, the Arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District regardless of the basis upon which the Arbitrator determines said management decision should be overturned.
- f. The Arbitrator shall have no power to apply state or federal law and shall not base his decision upon any claimed violation of state or federal law.

- g. The Arbitrator's decision shall be submitted in writing and shall set forth his findings as to the facts and his interpretation of the contract.
 - h. If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.
- 4. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.
 - 5. The fees and expenses of the Arbitrator shall be shared equally by both parties.

E. Rights of Employees to Representation

- 1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
- 2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

F. Miscellaneous

- 1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
- 2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant and the Union.
- 3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
- 4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant.
- 5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
- 6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.
- 7. Grievance shall be processed outside of regular school hours unless mutually agreed to by all parties.
- 8. Time lost by a Grievant in connection with any incident mentioned in this Article shall not be charged against the Grievant.

9. The time requirements herein specified are deemed to be of the essence in this article.
10. Forms for filing and processing grievances shall be designed by the superintendent and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through grievance procedure until resolution.

ARTICLE XIV
LAYOFF AND RECALL

A. Procedure:

1. Layoffs and recalls will be based upon seniority within the department provided the senior employee possesses the ability to do the work required in the department. The senior employee may enter in any lower classification within the department, the duties of which he is capable of performing, or he may after five (5) work days displace any other employee, in a lateral or lower classification.
2. The employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in the case of an emergency. Non-permanent employees shall not be employed in any classification when any permanent employee is on involuntary layoff. In any event, this does not prevent the District from filling openings due to employee absence for vacation or leave time with substitute employees
3. Employees will be returned to their own department before any other laid-off employee of the same classification with less seniority is recalled or returned to that department.
4. In the event of layoff, all non-permanent employees will be laid off first, general custodians will be laid off in order of seniority, the least senior employee laid off first.
5. All employees will be given thirty (30) calendar days notice if layoff becomes necessary.
6. Recall will be in reverse order of layoff. Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Board office. It is the employee's responsibility to keep the Board office informed of any change of address.
7. The employee shall notify the Board of his intent to return to work. Failure to report to work within ten (10) working days after notice of recall served by certified mail shall eliminate any obligation or responsibility for employment by the District.

8. Employees recalled from layoff on or after July 1, 2010, shall be paid under Wage Scale III.

ARTICLE XV
TERMINAL LEAVE COMPENSATION

All full-time employees shall receive at time of retirement from the School District terminal pay for each day of unused, accumulated sick leave according to the following schedule:

\$20.00 per day with a maximum of \$3,800.00.

Minimal terminal pay shall be \$600 irrespective of the number of unused sick leave days remaining. In order to be eligible the employee must be retired under the provisions of the Michigan Public School Employees Retirement Act, and have worked a minimum of ten (10) years in the Marysville Public Schools District.

A full-time employee who dies while employed by the School District and who meets the time requirements set in the above paragraph will be eligible for the same benefits as employee retiring. The maximum terminal pay allowed on the above schedule will be paid the beneficiary.

ARTICLE XVI
WAGES

Employees hired prior to June 30, 1996, shall be covered under the following Wage Scale I during the life of the Agreement.

2010-11, 2011-12, and 2012-13 - Wage Scale I

		<u>Prob</u> <u>Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>
A.	Custodian	15.36	16.13	16.49	17.24
B.	Engineer	16.46	17.17	17.45	18.10
C.	Semi-skilled Maintenance Semi-skilled Relief Engineer Equipment Operator Relief Engineer	17.03	17.95	18.23	18.88
D.	Skilled Maintenance	17.39	18.50	18.81	19.44

Employees hired after June 30, 1996, shall be covered under the following Wage Scale II during the life of the Agreement, subject to the layoff and recall provisions of Article XIII.

2010-11, 2011-12, and 2012-13 - Wage Scale II

		<u>Prob Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
A.	Custodian	12.94	13.61	14.24	14.85	15.45	16.39
B.	Engineer	13.90	14.60	15.19	15.79	16.41	17.37
C.	Semi-skilled Maintenance Semi-skilled Relief Engineer Equipment Operator Relief Engineer	14.85	15.53	16.15	16.78	17.39	18.38
D.	Skilled Maintenance	15.30	15.99	16.63	17.24	17.85	18.84

Employees hired or recalled on or after July 1, 2010, shall be covered under the following Wage Scale III during the life of the Agreement.

2010-11, 2011-12, and 2012-13 - Wage Scale III

		<u>Prob Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
A.	Custodian	11.40	12.00	12.55	13.08	13.61	14.44
B.	Engineer	12.23	12.87	13.38	13.91	14.45	15.30
C.	Semi-skilled Maintenance Semi-skilled Relief Engineer Equipment Operator Relief Engineer	13.01	13.69	14.23	14.78	15.32	16.20
D.	Skilled Maintenance	13.39	14.09	14.65	15.19	15.73	16.60

- D. If recommended by the Building and Grounds Manager, employees with two years of experience at the top increment of Classification C - Semi-Skilled Maintenance/Semi-Skilled Relief Engineer, shall have the opportunity to move to Level A of Classification D - Skilled Maintenance of Wage Scale I, or to Level C of Classification D - Skilled Maintenance of Wage Scale II, dependent upon the wage scale applicable to such employee, provided they have completed coursework, classes, or training which is related to or will augment the employee's performance of their responsibilities. Employees afforded this advancement opportunity shall proceed through the remaining annual increments of their applicable wage scale.

E. The amounts stated in the above schedules shall be payable in twenty-six (26) installments, bi-weekly.

F. Uniforms

The Board will supply custodian, engineer, and maintenance employees with four (4) uniform shirts per year. Probationary employees will receive two (2) uniform shirts at the start of their employment, and the other two after they have served their probationary period. Authorization slips will be issued within a reasonable time after July 1 of the contract year. Adequate clothing will be made available in each building for such operations as boiler clean-up. Employees will be expected to be in uniform shirts when on the job unless excused by the Building and Grounds Manager. Employees working the afternoon shifts during the months of June through September may wear shorts. The Board must approve of any warm weather uniform changes. All clothing must be appropriate as determined by the Building and Grounds Manager.

H. With prior approval of the Superintendent of Schools, the District will reimburse employees the cost of tuition, fees, and books, up to a total maximum of \$250.00 in any one fiscal year, for any course work, classes or training which is related to or will augment the employee's performance of their responsibilities until the bank is exhausted for that year. This training includes but is not limited to course work taken at the college level, trade or technical courses or high tech training. To receive reimbursement, the employee must submit proof of successful completion of the course and paid receipts covering same.

I. Wage Scale I shall be maintained as long as the following employees hired prior to June 30, 1996, are covered by this Agreement:

Grover Gates	Janis Zimmer
Michael Roehl	Gerald Varty
Donald Simmons	Lorne Badley, Jr
R. Todd Watson	Mary Lou Knowles
James Parrish	Bruce Simmons

Removal of Wage Scale I from this Agreement shall require the unanimous consent of all employees covered under this Agreement by Wage Scale I.

J. Employee assuming the duties of Asbestos Designated Person for the District shall receive a stipend of three percent (3%) of their base salary. This payment shall be made in the last paycheck of the school year.

ARTICLE XVII **EVALUATION**

A. All employees covered under this contract shall be given a formal written evaluation using Form A at least every two (2) years. An employee who receives an overall rating of poor in any of the nine evaluated areas may request that the immediate supervisor prepare a new appraisal at the end of one year to evaluate progress towards improvement.

- B. The evaluation shall be done by the immediate supervisor.
- C. A meeting will be scheduled with the employee to review the written evaluation prior to the evaluation being placed in the personnel file.
- D. The employee has the right to respond to his/her evaluation, in writing, and have it attached to his/her official evaluation.

THIS AGREEMENT shall be effective as of **July 1, 2010** and shall continue in effect through June 30, **2013**. Prior to **April 3, 2013**, the Board and the Union shall commence negotiations for a new Agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement. Any portion of the Agreement may be opened upon the written mutual agreement of the Union and the Board. In the event that a new Agreement is not ratified prior to the expiration date of June 30, 2013, this Agreement shall remain in effect until such new Agreement is ratified.

MARYSVILLE PUBLIC SCHOOLS DISTRICT

By _____
President

And _____
Secretary

MARYSVILLE EDUCATION CUSTODIAL
MAINTENANCE MICHIGAN EDUCATION
ASSOCIATION, NEA

By _____
President

And _____
Secretary

EMPLOYEE PERFORMANCE APPRAISAL
For
Custodial/Maintenance Staff

Name_____ Location_____

Position_____ Date_____

- A. Performance appraisal dictates a decision on how well the individual performs the requirements of his/her job. Evaluations should be based on observations. Consideration should be given to day-to-day and overall performance since the last appraisal.
- B. A description of the column heading "P", "S", and "G" follows:
 - "P" Poor; fails to meet position requirements or meets them only in part. Definitely below acceptable standards.
 - "S" Satisfactory; meets practically all position requirements.
 - "G" Good; meets all job requirements and, in many instances, exceeds them.
- C. The evaluator should leave blank those items that are not applicable or unobserved.
- D. Comments are essential to an appraisal. Comments should be used to explain ratings, when necessary; and to make specific suggestions for improvements and/or development.
- E. To promote improvement, areas of strength and weakness must be identified. The supervisor must give this information so that the employee will know his/her present status and needed development.
- F. The large boxes at the left hand side of the form indicate an overall rating. The numbered items indicate specific components that relate to the category.
- G. Upon completion of this report, forward it in a sealed envelope to the Personnel Department.

Employee _____ Date _____

KNOWLEDGE OF WORK

The understanding of basic fundamentals, methods procedures of his/her job.

	P	S	G
1. Knows details of operation	_____	_____	_____
2. Knows equipment and materials	_____	_____	_____
3. Knows why things are done.	_____	_____	_____
P		S	G
_____	_____	_____	
_____	_____	_____	

COMMENTS:

QUANTITY OF WORK

Volume of acceptable work compared to what might reasonably be expected.

	P	S	G
1. Overall volume of work.	_____	_____	_____
2. Consistency of production.	_____	_____	_____
3. Efforts to improve output.	_____	_____	_____
P		S	G
_____	_____	_____	
_____	_____	_____	

COMMENTS:

QUALITY OF WORK

Grade of acceptable work compared to what might reasonable be expected.

	P	S	G
1. Accuracy of work.	_____	_____	_____
2. Thoroughness of work.	_____	_____	_____
3. Neatness of work.	_____	_____	_____
P		S	G
_____	_____	_____	
_____	_____	_____	

COMMENTS:

ADAPTABILITY

Quickness to learn new duties and adjust to new situations encountered on his/her job.

	P	S	G
1. Adjusts to new situations.	_____	_____	_____
2. Quick to learn new duties.	_____	_____	_____
3. Follows organization policy.	_____	_____	_____
	P	S	G
	_____	_____	_____
	_____	_____	_____

COMMENTS:

ATTITUDE

The interest, enthusiasm and attitude shown towards his/her work, the organization and fellow workers.

	P	S	G
1. Takes pride in work.	_____	_____	_____
2. Demonstrates self control.	_____	_____	_____
3. Friendly and tactful.	_____	_____	_____
4. Has sense of duty to the organization.	_____	_____	_____
	P	S	G
	_____	_____	_____
	_____	_____	_____

COMMENTS:

JUDGMENT

Ability to decide correct course of action when some choice can be made.

	P	S	G
1. Gives proper attention to details.	_____	_____	_____
2. Reasoning is consistent.	_____	_____	_____
3. Takes proper amount of time to consider facts and their application.	_____	_____	_____
	P	S	G
	_____	_____	_____
	_____	_____	_____

COMMENTS:

INITIATIVE

The ability to perform assigned jobs in a self-confident, eager manner, without detailed direction.

- | | P | S | G |
|------------------------------------|----------|----------|----------|
| 1. Strives to improve performance. | _____ | _____ | _____ |
| 2. Tackles difficult jobs. | _____ | _____ | _____ |
| 3. Sees things to be done. | _____ | _____ | _____ |
| 4. Inquisitive. | _____ | _____ | _____ |

P	S	G
_____	_____	_____
_____	_____	_____

COMMENTS:

RESPONSIBILITY

Willingness to assume and carry out assigned jobs and to be accountable for results and actions.

- | | P | S | G |
|---|----------|----------|----------|
| 1. Is personally accountable for actions. | _____ | _____ | _____ |
| 2. Fully completes assignments. | _____ | _____ | _____ |
| 3. Accepts constructive criticism. | _____ | _____ | _____ |

P	S	G
_____	_____	_____
_____	_____	_____

COMMENTS:

COOPERATION

The willingness and ability to work effectively with others to achieve common informed goals.

- | | P | S | G |
|---|----------|----------|----------|
| 1. Helps fellow workers. | _____ | _____ | _____ |
| 2. Keeps supervisor well informed. | _____ | _____ | _____ |
| 3. Tries to be a constructive member of the group | _____ | _____ | _____ |

P	S	G
_____	_____	_____
_____	_____	_____

COMMENTS:

OTHER REMARKS:

How long have you supervised this employee?

Signature of Immediate Supervisor

Date

Signature of Evaluatee

Date

*Signature confirms only that each party has participated in the evaluation. It does not affirm that all parts of the report are agreeable to both or either party. A written response may be submitted by the evaluatee and will become a permanent part of this record. Check here if such a response is attached ____ .