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6/30/95

AGREEMENT

between

**BOARD OF EDUCATION OF THE MARYSVILLE PUBLIC SCHOOLS DISTRICT
Marysville, Michigan**

and

LOCAL 516 SERVICE EMPLOYEES INTERNATIONAL UNION

1993-94

1994-95

Marysville Public Schools

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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 ____ day of _____, 1994, by and between the BOARD OF EDUCATION of the MARYSVILLE PUBLIC SCHOOLS DISTRICT, Marysville, Michigan, hereinafter called the "Board", and LOCAL 516 SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called the "Union".

ARTICLE I

RECOGNITION AND DUES

- A. The Board hereby recognizes SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 516 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 Superintendent of Buildings and Grounds, 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.

1. When school is in session:

Day Shift

Elementary School	7:00 a.m. to 3:00 p.m.
Middle School	7:00 a.m. to 3:00 p.m.
High School	6:45 a.m. to 2:45 p.m.
Maintenance	7:00 a.m. to 3:00 p.m.
Truck Driver	8:00 a.m. to 4:00 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 Engineer	3:30 p.m. to 11:30 p.m.
Custodian	3:00 p.m. to 11:00 p.m.

2. When school is not in session:

All locations	7:00 a.m. to 3:30 p.m.
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B. Authorized overtime will be paid at the rate of one and one-half (1-1/2) the regular rate. Employees working over eight (8) hours in one day shall be paid at time and one-half for those hours that exceed eight (8) hours.

- 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 set 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 Superintendent of Buildings and Grounds 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 Superintendent of Building and Grounds and a union rep. The Superintendent of Building and Grounds 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. Anytime overtime is refused the person who refused the overtime will be charged those hours toward their overtime record.

When overtime is necessary to cover activities in a building on the weekend the overtime shall be offered to the engineer who is responsible for checking that building on that weekend. If he/she refuses the overtime, overtime shall be offered to the qualified person with the least amount of overtime and follow that process until overtime is accepted.

If the building engineer is unable to check their building he/she will be charged for that amount of overtime and the overtime will be offered to the qualified person with the least amount of overtime and follow the process until overtime is accepted.

- 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. Building engineers will check their building twice a day on weekends. During the summer months when school is not in session and the boilers are not operating, the building check can be reduced to once a day, except for the Senior High School where two checks daily will continue. If while checking their building they find anything wrong, they shall call the Superintendent of Buildings and Grounds, or in his absence, the Superintendent of Schools, describe the problem, and if authorized, stay on the job until the problem is resolved or until relieved. If the problem requires time over and above that normally taken to check the building, it will be paid at the overtime rate.
- F. 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 Superintendent of Buildings and Grounds 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 Superintendent of Buildings and Grounds 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.
- 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.
- D. Temporary assignments for the purpose of filling temporary vacancies which are anticipated to exceed 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.

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 Superintendent of Buildings and Grounds, and recommended for continued employment, or dismissal, if his work is unsatisfactory.

- B. An employee who transfers to another job classification shall be on probation for a period of 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.

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 this 60 day period 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 Local 516.
- 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 December 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.

ARTICLE IX

VACATION

- A. The vacation year shall be July 1st through June 30th.
- 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.
 2. At least one year but less than seven - two weeks.
 3. At least seven years but less than fourteen - three weeks.
 4. At least fourteen years but less than twenty-one - four weeks.
 5. At least twenty-one years of continuous service - five weeks.
- C. Employees hired during the first 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 his vacation as follows: Prime vacation time would run from the time school gets out in June until it opens in the fall. During prime time vacation will be scheduled on a seniority basis subject to schedule approved by the Superintendent of Buildings and Grounds. Vacation time may be used during the school year upon employee's request. However, only one employee may be off at a time, unless approval is granted by the Superintendent of Buildings and Grounds. The District will respond within 5 work days on vacation requests if such requests are received in writing at least 10 days

prior to the vacation date.

- 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. 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.
 3. Death in the immediate family.
 - a. For this purpose, 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.
 4. Not more than three (3) work days in any one year may be used for business reasons that cannot be met outside of the regular working day if requested and approved by the Superintendent of Schools prior to taking leave. Two of these three days may be used as an unreviewed day. Business days shall not be used for the purpose of personal pleasure, family activities, shopping, hunting, skiing,

sports events, extending vacations or for gainful employment.

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 five (5) 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.
- 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.
- D. At the beginning of the contract year, the Board shall contribute thirty (30) days to a sick leave bank, to administered by the Board. Said 30 days shall be noncumulative. 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.

ARTICLE XI

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.
- 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 coverages 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 XII

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 Superintendent of Buildings and Grounds 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: Superintendent of Buildings and Grounds**
 - 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 Superintendent of Buildings and Grounds within five (5) days following the informal conference.
 - b. The Employee may again meet with the Superintendent of Buildings and Grounds and discuss the matter, alone or together with the Employee's Union representative. Superintendent of Buildings and Grounds 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 Superintendent of Buildings and Grounds.

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 Three 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 - Board of Education

1. If the Union is not satisfied with the disposition of the grievance at Level Two, the Union shall, within ten (10) days from the receipt of the decision

by the Superintendent of Schools, refer the grievance in writing to the Board via the Superintendent of Schools.

2. The Board shall meet with the Association President and the parties to the grievance for the purpose of arriving at a decision to the grievance.
3. The Board shall, within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance.

Level Four - Arbitration

1. If the Union is not satisfied with the disposition of the grievance by the Board, the written grievance shall be submitted within ten (10) days to arbitration, by written notice to the Board.
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 Board 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.
4. 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.

5. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.

6. 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 XIII

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.
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) work days after notice of recall served by certified mail shall eliminate any obligation or responsibility for employment by the District.

ARTICLE XIV

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:

\$18.00 per day with a maximum of \$3,300.00.

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 XV

WAGES

The following schedule of wages shall prevail during the life of this Agreement:

1993-94

ANNUAL INCREMENTS

	<u>Prob. Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>
A. Custodian	\$ 11.98 24,918	\$ 12.57 26,146	\$ 12.87 26,770	\$ 13.16 27,373
B. Cust. Engr.- Eq. Op./Relief Engr., Utility Engr.	12.84 26,707	13.38 27,830	13.61 28,309	13.83 28,766
C. Semi-skilled Maintenance	13.28 27,622	13.99 29,099	14.21 29,557	14.43 30,014
D. Skilled Maint.	13.57 28,226	14.43 30,014	14.65 30,422	14.85 30,888

In addition to the above schedule each employee shall receive a five hundred dollars (\$500.00) one time payment for 1993-94.

1994-95

ANNUAL INCREMENTS

	<u>Prob. Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>
A. Custodian	\$ 12.16 25,293	\$ 12.76 26,541	\$ 13.06 27,165	\$ 13.36 27,789

B. Cust. Engr.- Eq. Op./Relief Engr., Utility Engr.	13.03 27,102	13.58 28,246	13.81 28,725	14.04 29,203
C. Semi-skilled Maintenance	13.48 28,038	14.20 29,536	14.42 29,994	14.65 30,472
D. Skilled Maint.	13.77 28,642	14.65 30,472	14.87 30,930	15.07 31,346

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

G. Uniforms

The Board will supply custodian, engineer, and maintenance employees with four (4) uniforms per year. Probationary employees will receive two (2) uniforms at the start of their employment, and the other two after they have served there 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 when on the job unless excused by the Superintendent of Buildings and Grounds.

ARTICLE XVI

EVALUATION

- A. All employees covered under this contract shall be given a formal written evaluation using Form A at least once every two years.
- 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, 1993, and shall continue in effect through June 30, 1995. Prior to April 2, 1995, 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, 1995, this Agreement shall remain in effect until such new Agreement is ratified.

MARYSVILLE PUBLIC SCHOOLS DISTRICT

By _____
President

And _____
Secretary

LOCAL 516 SERVICE EMPLOYEES
INTERNATIONAL UNION

By _____
President

And _____
Secretary

Name _____

Location _____

Position _____

Date _____

EMPLOYEE PERFORMANCE APPRAISAL

For

Custodial/Maintenance Staff

- 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 and procedures of his/his job.

 P S G

1. Knows details of operation.
2. Knows equipment and materials.
3. Knows why things are done.
4. Learns work quickly.

<u> P </u>	<u> S </u>	<u> G </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.

<u> P </u>	<u> S </u>	<u> G </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

COMMENTS: _____

QUALITY OF WORK

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

 P S G

1. Accuracy of work.
2. Thoroughness of work.
3. Neatness of work.
4. Reliability of work.

<u> P </u>	<u> S </u>	<u> G </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.

<u> P </u>	<u> S </u>	<u> G </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

COMMENTS: _____

ATTITUDE

The interest, enthusiasm and attitude shown toward 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.

<u> P </u>	<u> S </u>	<u> G </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

COMMENTS: _____

JUDGMENT

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

 P S G

1. Gives proper attention to detail.
2. Reasoning is consistent.
3. Takes proper amount of time to consider facts and their application.

<u> P </u>	<u> S </u>	<u> G </u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

<u> P </u>	<u> S </u>	<u> G </u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

<u> P </u>	<u> S </u>	<u> G </u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS: _____

COOPERATION

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

 P S G

1. Helps fellow workers.
2. Keeps supervision well informed.
3. Tries to be a constructive member of the group.

<u> P </u>	<u> S </u>	<u> G </u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 _____.