

***Contractual Agreement***

***between the***

***WELLS TOWNSHIP SCHOOL DISTRICT #18***

***Board of Education***

***and the***

***Wells Township Support Staff***

**Effective July 1, 2021**

**Through June 30, 2024**

Revised 7//21/2021

## **TABLE OF CONTENTS**

INTRODUCTION		3
ARTICLE I	Employees' Rights	3
ARTICLE II	Professional Compensation	4
ARTICLE III	Insurance Protection	5
ARTICLE IV	Expenses and Extracurricular Activities	5
ARTICLE V	Leaves of Absences With Pay	5
ARTICLE VI	Leaves of Absences Without Pay	6
ARTICLE VII	Management Rights	6
ARTICLE VIII	Duration of Agreement	6
SCHEDULE B	Signatures/Schedule B/Wages	7
FORM A	Grievance Form	8
	School Calendar	9

## INTRODUCTION

The following terms as listed in the Agreement between the Wells Township School Board of Education and Support Staff Bargaining Unit should be interpreted as follows:

- Board refers to Board of Education of Wells Township School District.
- Bargaining Unit refers to bus driver, custodian, and cook of the district.

## ARTICLE I – EMPLOYEES’ RIGHTS

A. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, sex or marital status.

B. Support Staff have a right to file a grievance (Form A) if they feel any part of this contract has not been upheld.

Step 1: A grievant shall within five (5) business days of the alleged occurrence orally discuss the alleged problem with the Superintendent or board member. If no resolution is obtained within ten (10) business days of the oral discussion, the Grievant may submit the grievance in writing and proceed within five (5) business days to Step 2.

Step 2: A copy of the written grievance shall be filed with the Superintendent or board member. The written grievance will identify the date of receipt by administration. Within the ten (10) business days of the receipt of the grievance the Superintendent shall arrange/schedule a meeting with the Grievant to discuss the grievance. Within ten (10) business days of the discussion, the Superintendent shall render his/her decision in writing.

If no written decision is rendered within ten (10) business days of the discussion or if the written decision of the Superintendent or board member is unsatisfactory to the Grievant, the Grievant may within five (5) business days make a written request to the Board of Education per Step 3.

Step 3: Upon written request, the Board of Education shall allow the support staff an opportunity to be heard at the next regularly scheduled Board of Education meeting or at either of the next two (2) regularly scheduled Board of Education meetings. Within thirty (30) business days from the hearing of the grievance, the Board of Education shall render its decision in writing.

Step 4: If the Grievant is not satisfied with the disposition of the grievance in Step 3, the Grievant may, within ten (10) business days after the decision of the Board of Education refer the matter for mediation. Known mediation centers/agencies in the Upper Peninsula may include, but may not be limited to: Marquette-Alger Resolution Service or EUP Community Dispute-Resolution. If there is a cost to mediation: Each party will pay one-half of the costs of any mediation fees, costs, and expenses fifty percent (50%) by the Grievant and fifty percent (50%) by the Board of Education.

If support staff should fail to adhere to the time limits specified, the grievance will not be processed. Should the Board of Education fail to respond within the time limits specified, the grievance shall advance to the next step.

A grievance must be filed in the school office during the time period that school is regularly in session including one (1) week after the end of the current school year and one (1) week before the start of the new school year.

## **ARTICLE II – PROFESSIONAL COMPENSATION**

A. The salaries of support staff covered by this agreement are set forth in Schedule B, which is attached to and incorporated in this agreement. Each pay period each support staff shall receive the following information:

- a. Gross Pay
- b. Breakdown of deductions including:
  - i. Federal Income Tax
  - ii. State Income Tax
  - iii. Social Security
  - iv. Other deductions to be limited to whatever number that can be accommodated by current payroll processing programs.

The salary schedules are based upon a normal weekly work load according to the accepted school calendar.

- c. Bus driver 5.5 hours a day per school days
- d. Cook 5.5 hours a day per school days
- e. Custodian 2 hours a day per school days

B. The following legal holidays shall be observed and school closed:

New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, & Christmas Day

- C. Support staff will be paid on a basis of (26) twenty-six or (20) twenty payments.

**ARTICLE III – INSURANCE PROTECTION**

- A. The Board provides insurance for employees working 32 hours per week.

**ARTICLE IV – EXPENSES AND EXTRACURRICULAR ACTIVITIES**

- A. The cook will not be responsible for any extracurricular activities with the exception of Community Meals, Christmas Program, and Spring Program.
- B. Dates for the above extracurricular activities shall be established with cook input and be published two (2) weeks prior to the activity.
- C. Support Staff shall receive mileage to any conference or special meetings approved by the Board or its designee that they are requested to attend.
- D. Travel and/or shopping by support staff will be reimbursed mileage according to IRS per diem. All travel/shopping trips must have prior approval from superintendent.

**ARTICLE V– LEAVES OF ABSENCE WITH PAY – SECTION I**

- A. PERSONAL DAYS /ILLNESS – A maximum of ten (10) days of personal and/or sick leave per school year is granted. A staff member may accumulate up to fifty (50) personal/sick leave days with 100% reimbursement of actual daily pay at retirement, up to \$5,000.00.
  
- B. FUNERAL LEAVE shall be allowed to a maximum (unless further extended by the Board) of five (5) successive days, in the event of the death of a staff's immediate family member or the death of the staff's spouse's immediate family. (Spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers- in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted and step members are also included in immediate family.)

**ARTICLE VI--LEAVES WITHOUT PAY – SECTION II**

A. PREGNANCY – The District shall grant a child care or pregnancy leave of up to 12 weeks of the school year without pay to staff requesting such leave in writing. The staff may use all accumulated sick and personal days with full pay for those days until such days run out or terminate. The staff will be guaranteed the same or similar position when he/she returns from leave.

**ARTICLE VII – MANAGEMENT RIGHTS**

A. The Wells Township School District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States including the right to the executive management and administrative control of the school system. The exercise of these powers, rights and authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement. It is understood between the parties that any policy changes, real or contemplated, which shall bear on this Agreement, shall be subject to negotiation.

**ARTICLE VIII– DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2021, and shall continue in effect for three years until June 30, 2024.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- C. Copies of this agreement titled “Contractual Agreement between the Wells Township School District #18 and the Support Staffs’ Bargaining Unit” shall be printed at the expense of the board within 30 days after the agreement is signed and presented to all staff now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all support staff within thirty days of the commencement of this contract or upon employment.

## Bargaining Unit and Board Signatures

\_\_\_\_\_ Board President \_\_\_\_\_ Staff  
\_\_\_\_\_ Vice-President \_\_\_\_\_ Staff  
\_\_\_\_\_ Treasurer \_\_\_\_\_ Staff  
\_\_\_\_\_ Secretary  
\_\_\_\_\_ Trustee

### Schedule B/Wages

2021-2024 School Years

#### School Bus Driver

Salary: \$16,224.78

(5.5 hours per day/183 days = 1,006.50 total hours)

Contract Period: August through June each year

Benefits: Paid State Retirement

Ten (10) personal/sick days accumulative to 50 days

#### Custodian

Hourly: \$13.50/Two hours per day/180 days and summer hours as needed

Contract Period: July through June each year

Benefits: Paid State Retirement

Ten (10) personal/sick days accumulative to 50 days

#### Cook

Salary: \$14,639.61, \$14,932.40, & \$15,231.05 (5.5 hours per day/182 days = 1001 total hours)

Contract Period: September through June each year

Benefits: Paid State Retirement

Ten (10) personal/sick days accumulative to 50 days

**FORM A**

**WELLS TOWNSHIP GRIEVANCE FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE(S) OF VIOLATION OR GRIEVANCE: \_\_\_\_\_

SECTION(S) OF CONTRACT VIOLATED: \_\_\_\_\_

\_\_\_\_\_

FACTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESOLVED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Signature of Superintendent



