

Agreement

Between

Warrenton Custodian and Maintenance NEA (WCMEA)

and

The Warren County R-III School District July 1, 2018 to June 30, 2019

The Warren County R-III School District (District) recognizes that in accordance with the election certified by the State Board of Mediation on February 13, 2015, the Warrenton Maintenance and Custodian Education Association (WCMEA) has been designated as the sole and exclusive bargaining representative for all regular full-time and part time Custodial and Maintenance Staff of the District, excluding Director of Maintenance and all substitute custodians and maintenance employees.

Section 1: Duty Free Lunch/Breaks

1. Maintenance and Custodial Employees are entitled to a 30-minute duty-free continuous meal break, provided however, that such employees may be required to perform services during a break. If services are required during the break, the employee will be compensated for the entire break period.
2. Employees working eight (8) hours a day will receive 2-15 minute breaks, which breaks will be scheduled by and subject to the approval of the employee's supervisor and/or administration.
3. Summer Schedule- The Director will sit down with leads to see if a schedule can be worked out for all to work 4-10s. Is it possible for some off on Monday and others off Friday and still have the building covered and jobs get done. First shift will still be first shift and second would be second unless, the whole team makes the change and there are no students in the building for summer school.

Section 2: Evaluations

1. Copies of evaluations will be given to the employee before they become a part of the permanent file. In the event an employee refuses to accept a copy of his/her evaluation, the evaluation will be placed in the permanent file in the absence of the employee's receipt of same.

2. Maintenance and Custodial staff shall have the right to provide a written rebuttal to their evaluations. The rebuttal shall be attached to the employee's evaluation and placed in their personnel file.
3. Evaluations will be completed in accordance with a schedule adopted by the Board of Education and/or administration.
4. Lead Custodians will have input in custodians evaluation; however, the final decision regarding content of an evaluation shall be made by the employee's supervisor and/or the administration.
5. The evaluation handbook was revisited and updated during the 2016-17 school year. A copy is available in each building.

Section 3: Emergency Calls

1. There will be a one hour minimum for emergency calls when employees are asked to come in and perform duties. The employee may also be asked to stay and work during the full hour.
2. If an employee is called in to work emergency hours on their vacation day; the employee will be paid overtime for the actual hours worked with a one hour minimum.

Section 4: Holidays

The following are a list of paid holidays: July 4th, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, the days between Christmas Day and New Year's day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. None of these days will be considered holidays if students or teaching staff are in session. The Board of Education reserves the right to modify the District's calendars for students, employees, and others -- including the holidays designated herein -- whether through modification of policy, revisions to the calendar, or for other reasons, if in the judgment and sole discretion of the Board of Education such modification to the calendar is necessary.

Section 5: Inclement Weather

1. If the district is closed entirely, staff may not be required to report to work, as determined by the administration. Such determination will be made by the administration, in its judgment and sole discretion, on a case-by-case basis depending upon the cause for and other conditions associated with the closing. If school/after school activities are cancelled, staff's starting time may be altered to come in earlier when in the judgment and sole discretion of the administration an earlier start time is appropriate.
2. District practice is, 12 month employees report on snow days. Vacation or personal or Dock time may be used if the employee feels they cannot make it in.
3. If the superintendent closes all building and tells everyone to go home; employees will be paid at their regular rate for the remainder of the day. If an employee had taken personal or vacation time and the superintendent closes all building the employee will be reinstated the amount of time equivalent to the time time from which the Superintendent sent everyone home.

Section 6: Job Vacancies, Interviews and Transfers

Maintenance and Custodial staff shall have the right to transfer to openings in accordance with Board policy.

Section 7: Negotiations Procedures

1. The District and WCMEA believe that a collaborative negotiations process is in the best interest of both parties.
2. The District and WCMEA agree to negotiate in good faith in accordance with the policies and procedures adopted by the Board of Education and consistent with Section 105.520 of the Missouri Revised Statutes. For purposes of this agreement, the parties agree that "good faith bargaining" is defined as the willingness to meet at reasonable times and to negotiate with each other in an effort to reach a mutually agreed upon position on benefits, wages and working conditions.
3. When a Tentative Agreement is reached it shall be reduced to writing as the Proposed Agreement (Proposed Current Agreement) and submitted to the WCMEA first and the Board of Education for ratification and vote.
4. Prior to the expiration of this Agreement, the WCMEA and the District will meet in accordance with a schedule adopted by the Board of Education, after receiving input from the WCMEA, to develop the ground rules, timeline and protocols of the negotiations.

Section 8: Overtime

1. When the 2 weekend custodians are unable to work, an email will go out to all custodians asking for volunteers.
2. If there are no volunteers, an alphabetical list of all custodians will be developed and used to determine who will work. The list will start with the last person previously asked to work. When an employee is on vacation, they will be skipped then, they will be the first called after returning from vacation.
3. Following current practice: If the employee is unable to work the overtime, it will be their responsibility to find a replacement. (excluding if they are on vacation)
4. In the case of a holiday falling within the 40 hour work week in which custodial or maintenance worker volunteers or is asked to work a weekend shift; the weekend hours will be paid at the overtime rate. Personal, sick or vacation time cannot be used to create overtime hours for an employee.

Section 9: Representation at Meetings

When an administrator/supervisor schedules a conference with a maintenance or custodial staff member that is disciplinary in nature or could potentially lead to formal documentation, the maintenance or custodial staff member:

1. will be informed of the nature/purpose of the meeting
2. will be advised that he/she may have representation at the meeting, unless such representation would jeopardize the privacy or other rights of a third person.

Section 10: Salary Schedule

Warrenton Maintenance and Custodial workers shall be paid according to the Board approved Salary Schedule. (see attached)

The AAIM salary study was used as a reference to calculate the amount of money that would be added to the Custodial and Maintenance salary schedule. It is equivalent to a 3.15% increase for all maintenance and custodial employees. The Custodial and Maintenance committee developed a schedule that reflects a 1.5% index over steps 1-7 and a 2% index in steps 8-20.

It is the goal of the Custodial and Maintenance committee to have a 2% index schedule.

New employees will be placed one step below current employees with similar experience.

Section 11: Traveling to Schools

Mileage sheets should be kept for any district employee who is asked to use his/her own vehicle to travel between buildings. The mileage chart is attached.

Section 13. Completing the Work of an absent employee:

A staff member may ask to come in early if the daytime custodian is absent or stay late if an evening custodian is absent; to help cover the absent employees duties. This will be allowed in emergency situations only and with the Director or designee approval only.

Section 14. Retirement Incentive:

The retirement incentive and buyback of days is will be followed as in policy GDBDA

Section 15. Input on equipment:

Central office will work with the director of maintenance to establish a 5 year plan for rotation and replacement for some equipment. Final decisions will be made by following board policy on purchasing equipment.

The Director will sit down with leads to schedule an equipment budget needs list.

Section: 16: Association Business

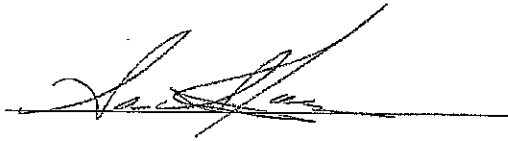
1. When a member wants to drop membership from WCMEA, they can do so in the month of August in writing to the president of WCMEA. WCMEA will then notify payroll at Central office. No drops can be or will be honored without going through WCMEA first in the month of August in writing.
2. The district will send the WCMEA treasurer the monthly deposit notice and a roster list of names and amounts that was deducted from each member.

Section 17: Duration

The duration of this contract will be from July 1, 2018, to June 30, 2019. This contract shall have no force or effect unless or until it has been ratified by the WCMEA membership and approved by vote of a majority of the whole Board, and thereafter signed by the Board President and attested by the Board Secretary. If approved, this contract will expire in the entirety on June 30, 2019, after which it will have no force or effect.

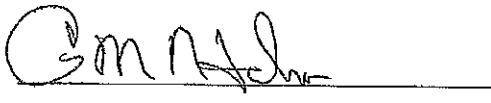
SIGNATURES – NEGOTIATING TEAM (TENTATIVE AGREEMENT)

The signatures immediately below indicate tentative agreement between the negotiating teams, subject to approval by the WCMEA, and the approval, modification, or rejection by the Board of Education. The signatures do not create a binding contract.



Co-Interim Superintendent of Schools-Aaron Jones Date

7/20/18

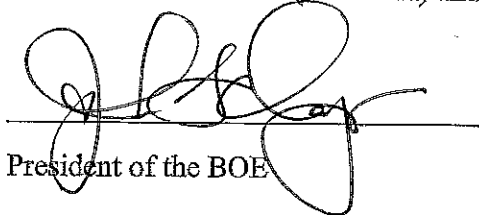


WCMEA President-Craig Halm Date

20/ Jun /2018


SIGNATURES – OFFICIAL APPROVAL (FINAL AGREEMENT)

This contract has been approved and ratified by the Warrenton Maintenance and Custodian Education Association (WCMEA) and the Warren County R-III Board of Education.




President of the BOE Date

6/28/18



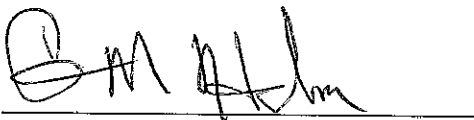
Secretary of the BOE Date

6/28/18



Co-Interim Superintendent of Schools-Dr. Jones Date

6/28/18



WCMEA President- Craig Halm Date

6/28/18

2018-19 Proposed as of May 9, 2018

Overall 3.15% increase

Maintenance and Custodial Salary Schedule

18/19

Starting \$ 11.56 \$ 12.57 \$ 14.80 \$ 17.40

Grade

1.5% in years 1-7, 2% in years 8-20

Step	15	%	16	%	18	%	19	%
1	11.56		12.57		14.80		17.20	
2	11.73	1.015	12.82	1.015	15.10	1.015	17.54	1.015
3	11.91	1.015	13.08	1.015	15.40	1.015	17.89	1.015
4	12.09	1.015	13.34	1.015	15.71	1.015	18.25	1.015
5	12.27	1.015	13.61	1.015	16.02	1.015	18.62	1.015
6	12.45	1.015	13.88	1.015	16.34	1.015	18.99	1.015
7	12.64	1.015	14.16	1.015	16.67	1.015	19.37	1.015
8	12.89	1.020	14.44	1.020	17.00	1.020	19.76	1.020
9	13.15	1.020	14.73	1.020	17.34	1.020	20.15	1.020
10	13.41	1.020	15.02	1.020	17.69	1.020	20.56	1.020
11	13.68	1.020	15.32	1.020	18.04	1.020	20.97	1.020
12	13.96	1.020	15.63	1.020	18.40	1.020	21.39	1.020
13	14.23	1.020	15.94	1.020	18.77	1.020	21.81	1.020
14	14.52	1.020	16.26	1.020	19.15	1.020	22.25	1.020
15	14.81	1.020	16.59	1.020	19.53	1.020	22.70	1.020
16	15.11	1.020	16.92	1.020	19.92	1.020	23.15	1.020
17	15.41	1.020	17.26	1.020	20.32	1.020	23.61	1.020
18	15.72	1.020	17.60	1.020	20.72	1.020	24.08	1.020
19	16.03	1.020	17.95	1.020	21.14	1.020	24.57	1.020
20	16.35	1.020	18.31	1.020	21.56	1.020	25.06	1.020

Grade

- 15 Custodian
- 16 Custodian Building-Lead
- 18 Grounds
- 19 Maintenance