

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS

AND

WAYLAND UNION CUSTODIAL SERVICE

EDUCATION ASSOCIATION

June 29, 2020

THROUGH

June 30, 2021

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ARTICLE 1: AGREEMENT

This Agreement is entered into as of June 29, 2020 by and between the BOARD OF EDUCATION of WAYLAND UNION SCHOOLS, Wayland, Michigan, hereinafter called the "Employer" or the "Board," and the Wayland Union Custodial and Maintenance Services EA/MEA-NEA, hereinafter called "Association" or "Union."

ARTICLE 2: PURPOSE

Section 1. This Agreement is negotiated pursuant to the Public Employment Relations Act, as amended MCLA 423.201 et seq.; MSA 17.455 (1) et seq. (PERA), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Section 2. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes that may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Section 3. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE 3: RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time custodial, maintenance, and groundskeeping Employees, but excluding all other Employees, including the following: supervisors, substitute summer and student Employees.

Section 2. Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

Section 3. If a temporary or substitute Employee is hired to replace a regular Employee for sixty (60) days continuously, he/she will become a regular Employee and assume all benefits provided in this agreement. Upon the return of the regular Employee, the temporary Employee will revert back to substitute or temporary status.

ARTICLE 4: EXTENT OF AGREEMENT

Section 1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 2. Any individual contract between the Employer and an individual Employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Although such subjects and matters need not be collectively bargained, both the Employer and the Union agree to discuss them at the conferences described in Section 4 of this Article.

ARTICLE 5: MANAGEMENT RIGHTS

Section 1. The Board, on its own behalf and on behalf of the electors of the Wayland Union School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

- A. The executive management and administrative control of the school system, its facilities, property and Employees.
- B. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer Employees; assign work duties; determine the size of the workforce, all of which are subject to the provisions of the law and terms of this agreement.
- C. Determine the services, supplies and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work.
- D. Determine the policy affecting the selection, testing or training of the Employees.
- E. Meet such responsibilities and exercise its powers and rights through its administrative staff.

Section 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, efficient and/or effective operations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the School Code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 6: UNION RIGHTS

Section 1. The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. Room Usage. The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No Employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.
- B. Bulletin Boards and School Mail. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mail to distribute Union materials. The Union may designate one Employee at each work site to have access to the school email to distribute Union notices during non-working time. It is understood the Employees will comply with the Board's rules and regulations concerning email use.
- C. Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an Employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.
- D. Union Representation. Employees shall be represented by an authorized union representative. The Union shall furnish, in writing, to the Employer, the names of its authorized union representatives upon their election or appointment.
- E. Information Requests. The Employer agrees to furnish to the Union in response to a reasonable request from time to time, all available information of a public nature concerning the financial resources of the District and such other information of a public nature as will assist the Union in developing intelligent, accurate, informed and constructive programs and bargaining proposals on behalf of the Employees, together with information which may be necessary for the Union to process grievances or complaints. The Employer shall also supply

the Union with School Board Agenda(s) and minutes in a timely fashion upon request by the Union.

- F. Leave Data. The Board agrees to share a monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for a month, then no report needs to be supplied. New Employee data, including home address and phone number, will be communicated to the Association within 5 business days of the date of hire, unless there are extenuating circumstances.
- G. Personnel Data. The Board agrees to provide a spreadsheet, in “.csv” type format, of all bargaining unit Employees and their corresponding employment data including if on file: full name, home address, home phone, home email, work email, current job title, current job site/location, contractual hourly wage, and contractual hours per year. This will be held confidential by the Association and will only be used to maintain the current bargaining agreement and will not be used for any other purpose.
- H. Payroll Deduction. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for, IRS 125 Plan, savings bonds, contributions or any other plans or programs jointly approved by the Union and the Employer, as legally allowable.

Section 2. Union Leave. The Employer shall provide up to 20 hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected Employee's regular work hours. The use of such released time must be approved in advance by the Union president and the Employer. The affected Employee's absence from work shall be limited to one (1) hour increments. The Employer shall be given reasonable advance notice of any such absence from work. Only one Employee shall be absent at any time unless approved by the Superintendent. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

ARTICLE 7: NO DISCRIMINATION

Section 1. The Employer and the Union agree that neither will discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, legally protected physical characteristics, marital status, Association membership status or any other protected class. The District and Association shall adhere to Board Policy. A claimed violation of this article may be the subject of a grievance, but shall not be arbitrated without the written agreement of the Employee to be bound by the Arbitrator's award and to waive any rights to relief in any other forum, such as court litigation. To expedite grievance processing, any grievance that alleges a violation of this section shall be initially filed at Level One of the grievance procedure.

ARTICLE 8: DISCIPLINE AND EMPLOYEE RIGHTS

Section 1. No Employee shall be disciplined without just cause. Work rules have been issued. If the Employer decides to change or add to the rules in the future, the change or addition will be posted and a copy provided to the Union. If the Union believes that the change or addition is unreasonable, the issue of reasonableness shall be subject to the grievance and arbitration procedure.

Section 2. An Employee shall be entitled to have present a representative of the Union, of the Employee's own choice, upon the Employee's request, during any disciplinary action or during an interview that could reasonably lead to discipline of the Employee. When a request for representation is made, no action shall be taken with respect to the Employee until such representative is present. In the event a disciplinary action is to be taken, the Employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

Section 3. Any formal complaint made against an Employee by any parent, student, or other person will be promptly called to the attention of the Employee. Any complaint not called to the attention of the Employee may not be used in any discipline action against the Employee.

Section 4. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining Employees:

- A. Verbal warning. This verbal warning shall be documented with the date and the topic.
- B. Written reprimand by supervisor.
- C. Suspension without pay.
- D. Dismissal.

Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case.

Section 5. There will be a termination of job rights if the Employee is absent for any cause from work for more than three (3) working days without notifying his/her Supervisor, unless he has a valid excuse for such failure to give notice.

ARTICLE 9: NO STRIKE

It is the intention of the parties hereto that the procedures set forth herein shall serve as a peaceful means for the settlement of any dispute which may arise between them as to the interpretation or application of this Agreement. Therefore, the Association and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, or interruption of work and the Board agrees that it will not institute any lockout during the term of this Agreement.

Section 1. Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow-downs; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the Employee shall have the burden of proving the actual existence of such danger.

Section 2. The Employer shall have the absolute right to discharge or otherwise discipline any individual Employee or group of Employees who violate Section 1 of this Article. Such discipline may be grieved and arbitrated, but the arbitrator shall have no authority to mitigate or

reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

Section 3. In the event there is an alleged violation of Section 1 of this Article, the Union shall immediately inform every Employee in writing, with a copy to the Employer, that such activity is unauthorized by the Union, that such activity is in violation of this Agreement, and that such activity in and of itself, is cause for discharge as defined in Section 2 above.

ARTICLE 10: GRIEVANCE PROCEDURE

A grievance is an alleged violation of the express terms of this Agreement. No grievance will be granted that requires the Board to violate applicable federal and state laws.

- A. The Association will identify its building representatives and grievances chair within the first month of school each school year.
- B. The term "days" herein used shall mean business working days. Additional days may be added to any individual number of days below if agreed in writing by the immediate supervisor and/or Superintendent AND by the grievance chair and/or Association President. The term "grievant" used herein shall mean an Employee, group of Employees, or the Association, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement.
- C. Within twelve (12) days of an alleged violation of this agreement, the grievant and/or grievance chair shall meet and orally discuss the matter with the immediate supervisor in an attempt to resolve the matter.
- D. Level One – Superintendent: If no resolution is agreed upon within five (5) days of the discussion, the grievant and/or grievance chair shall, within five (5) additional days, reduce the matter to writing, and transmit it (a written grievance) to the immediate supervisor and the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent, or his/her designated representative, shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or his/her designated

representative, shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of same to the grievant, the grievance chair, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

- E. Level Two – Board of Education: If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, then within fifteen (15) additional days the grievant may appeal same to the Board of Education by transmitting a written grievance, along with the decision of the Superintendent, or his/her designated representative, with the Secretary of the Board and Superintendent. The Board shall, at the next regularly scheduled Board meeting or work session, allow the grievant and/or grievance chair an opportunity to be heard (grievance hearing). If the Secretary of the Board receives the written grievance within seven (7) days of a regularly scheduled Board meeting or work session, then the grievance shall be scheduled for the following regularly scheduled Board meeting or work session. Within fifteen (15) days from the grievance hearing, the Board will transmit its decision in writing to the grievant, grievance chair, Association Secretary and Superintendent. The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event, except with expressed written consent of the Association shall final determination of the grievance be made by the Board more than fifteen (15) days after the initial hearing.
- F. Level Three – Arbitration: If a grievance is not settled as a result of such final determination by the Board, the Association shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within fifteen (15) days from the date the Board's answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.
- G. All grievance procedures and investigations by the Association will be processed during time that does not interfere with assigned duties.

- H. The sole remedy available to any Employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any Employee of any legal right which he/she presently has, provided that, if an Employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- I. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- J. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
- K. The enclosed written grievance form shall be mutually agreed upon and must be used by the Board and the Association and it shall be supplied by the Board of Education. All persons involved in the grievance shall have a copy of the grievance form.
- L. It shall be the function of the arbitrator and he /she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
 - 1. The power and authority of the arbitrator shall be limited in each case to resolving the question submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association, nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties.
 - 2. The Board and the Association shall share the fees and expenses of the arbitrator equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

3. No decision in any one case shall require a retroactive adjustment in any other case.
4. He/she shall have no power to establish salary scales.
5. He/she shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ any probationary Employee.
 - b. The termination of services or failure to re-employ any Employee to a position other than his/her basic position. However, if an Employee is not properly notified, lack of proper notification can be subject to arbitration.
 - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teachers' Tenure Act, as amended.
 - d. Any matter involving the content of an Employee evaluation.
6. He/she shall have no power to construe any provision of this agreement so as to interfere with or impair the Board's compliance with the NCLB as written.
7. He/she shall have no power to give effect to any provision of this agreement that constitutes a prohibited subject of bargaining within the meaning of applicable state law.

ARTICLE 11: SENIORITY

Section 1. Probationary Employees. New Employees shall be considered as probationary Employees for their first sixty (60) days worked. There shall be no seniority among probationary Employees. Probationary Employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the Employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re-employ any probationary Employee laid off or discharged during his/her probationary period. After probationary Employees have completed their probationary period, they shall be

entered on the seniority list and shall rank in seniority from the first day worked by them in their present position after their latest employment with the Employer. An extension of the probationary period up to 60 days worked (maximum of 120 days) is allowable for documented deficiencies.

Section 2. Definition of Seniority. Seniority is defined as length of continuous service in the bargaining unit since the Employee's last date of hire or entrance into the unit. As between Employees hired on the same day, seniority shall be determined by drawing lots.

Section 3. Seniority List. By October 1, the Employer shall prepare a current seniority list and provide an electronic copy to each current Employee. It shall be the responsibility of the Union and of the Employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) work days from the date the list was electronically sent out. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of an error within the ten (10) work days provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses of seniority. If the Employer has been notified of any alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over the correctness of its actions.

ARTICLE 12: LAYOFF AND RECALL

Section 1. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of the Board require reductions in the workforce.

Section 2. Layoff Notice. No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least thirty (30) work days prior to the effective date of the layoff.

Section 3. Layoff Procedures. In the event of a necessary reduction in workforce, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new Employee be employed by the Employer while there are laid-off bargaining unit members who

are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff/elimination of position shall have the right to assume a position for which they are qualified, which is held by a less senior bargaining unit member.

Section 4. Recall. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified within their classification. Any non-probationary bargaining unit member in a classification shall be deemed qualified for any position in that classification.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period.

Bargaining unit members recalled to work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to work, or does not report to work, for which he/she is qualified, shall forfeit his/her right to work. Bargaining unit members on layoff shall not accrue seniority during the layoff period. Acceptance or refusal of recall to a position that is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position. Members shall maintain his/her right to recall for three (3) years from the date of layoff.

ARTICLE 13: VACANCIES AND TRANSFERS

Section 1. All applications of seniority provided for in this Article shall be strictly limited to positions within the bargaining unit.

Section 2. If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted for five (5) working days. Qualifications for the job will be as determined by the Employer. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job, and may include work record and attendance.

Copies of all job postings will be emailed to all Employees. Job postings will include the following: classification, location(s), starting date, hours of work, qualifications, pay rate.

Section 3. Any seniority Employees who are working in a classification other than the job posted, who are qualified to perform the job, and who has not successfully bid on a vacancy within the previous six (6) months, will be eligible to bid on the job. The six (6) month bar shall not apply to Employees seeking a promotion.

Section 4. Applications must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

Section 5. If two or more eligible Employees are qualified to perform the job and file timely application, a junior Employee will not be awarded the job in favor of a senior Employee unless the junior Employee's qualifications are superior to those of the senior Employee. If a qualified seniority Employee has applied for the posting, the vacancy will be filled within ten (10) business working days after the end of the posting period, subject to the provisions of this Article. If no qualified seniority Employee filed a timely application, the Employer may fill the position in its discretion.

Section 6. The Employer may cancel or postpone a job posting at any time. Upon request, the Union will be given the reason(s) for any such cancellation or postponement.

Section 7. An Employee who successfully bids on a job will have a trial period of ten (10) working days, at any time during which the Employee may be disqualified by the Employer. An Employee may disqualify him/herself after ten (10) working days. If the Employee disqualifies him/herself, the Employee will be ineligible to bid again for six (6) months as provided in Section 3 above. The ineligibility provision, however, shall not apply if the Employee is disqualified by the Employer.

Section 8. An Employee who is transferred by a supervisor to fully perform in another classification for a minimum of two (2) hours in a work day will be paid the rate for that classification or the Employee's regular rate, whichever is higher.

Section 9. Recognizing that written job descriptions can be helpful to both Employees and the Employer, the Employer has provided such a description covering the position of custodian. It is understood that the listing of job duties which appear in that job description is not necessarily exhaustive, and that the Employer may change the duties, qualifications, and chain of command of a classification. Notification of the change shall be given to the Association president before the change is implemented.

ARTICLE 14: HOURS OF WORK AND OVERTIME

Section 1. Nothing contained in this Agreement shall be construed to guarantee any minimum of work, or a guaranteed workday, week or year.

Section 2. During Winter Break, Spring Break, and summer all Employees shall work daytime hours as determined by administration. The administration will notify the Employees of the schedule no less than fifteen (15) days prior to break.

Section 3. Overtime. Overtime shall not be worked unless it has been authorized. Overtime, at the rate of 1-1/2 times the Employee's regular wage will be paid for all hours worked in excess of forty (40) in a work week. Any custodian working on a Saturday or Sunday shall be paid time and a half times their scheduled pay, including part time personnel, except the weekend position. Overtime work will be assigned by the Employer.

Section 4. Equalization of Overtime. In an effort to equalize overtime, regular Employees desiring the same within any classification, a roster of all such Employees shall be set up by classification within each building. Overtime shall be equalized among the Employees on such roster insofar as reasonably possible.

Section 5. Call Back Time. Two (2) hours minimum pay, at time and one half, shall be paid when an Employee is called in for unscheduled hours. The Employee must have been away from the premises.

Section 6. Opening and Closing. Opening and closing for holidays and special events outside of normal scheduled hours will be paid as follows: One (1) hour for opening, one (1) hour for closing. The rate will be time and one-half (1-1/2).

Section 7. Building Checks. Pool and Building Checks will be completed by the maintenance staff using an approved checklist. A Pool Check will be completed each weekend \$30.00 per occurrence. A building check from home online shall be paid at \$30.00 per occurrence. The compensation for emergency Building Checks completed on holidays shall be \$100.00 and for the pool checks shall be \$40.00. Any Employee remaining to do maintenance work beyond the Check (2 hours) will be compensated at 1 ½ times their scheduled pay.

ARTICLE 15: UNPAID LEAVE OF ABSENCE

General. If an Employee violates or falsifies the reason for a leave; obtains other employment during a leave without prior written authorization; or overstays a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible, (subject to the provisions of Article XI, Seniority); the Employee shall be deemed to have quit his/her job. If the Employee complies with the provisions of this Article, the Employee shall retain but shall not accumulate seniority during the leave. All leaves of absence that are provided for in this Article shall be without pay.

Section 1. Discretionary Leave. An Employee may be granted an unpaid leave of absence for personal reasons, or an extension of such a leave, for any period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reasons for the leave or extension. The granting of such leave or extension shall be within the discretion of the Superintendent. Such leave or extension shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the Employee has received prior written authorization from the Superintendent. Requests for personal leaves and for extensions shall be considered based upon the reason for the leave or extension and the effect of the leave or extension on the District's operations.

Section 2. Military Leave. An Employee who leaves the employment or the District for active service in the Armed Forces of the United States under the provisions of any law of the United

States or the State of Michigan, shall, upon application for re-employment, be entitled to whatever reinstatement privileges are established by such laws.

Section 3. Disability Leave.

- A. Any Employee who becomes disabled from working due to illness or injury, and whose claim of such disability is supported by evidence satisfactory to the Employer, shall be granted an unpaid leave of absence, for a period, as necessary of up to one (1) year or the length of the Employee's disability, whichever is less. Extensions will be requested, and will be handled in the same manner as initial applications for a leave. Such satisfactory evidence, if required by the Employer, may include a doctor's certificate.
- B. Any Employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid leave for the duration of such illness or disability, subject to the same terms and conditions, as set forth in this Article, which apply to non-work related disability leaves.
- C. An Employee granted a disability leave of absence upon his/her verbal request, or one made in his/her behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing, together with such evidence of his/her need for leave as the Employer may require including, if required, a doctor's certificate.
- D. The Employer may require a doctor's certificate stating that an Employee is able to perform all the essential functions of his/her job prior to returning such Employee to work, or to determine if such Employee continues to be ill or disabled for the purposes of extending a leave of absence.
- E. An Employee on disability leave of absence shall, upon return to work, be re-employed on his/her regular job if his/her seniority and ability would permit, provided the above requirements are met. If no job is available which the Employee's seniority and abilities permit him to fill, the Employee shall be deemed to be laid off.
- F. An Employee shall give prompt notice to the Superintendent of the Employee's ability to return to work. The Employer shall return the Employee to work not later than the first Monday after the Employer receives such notice, and the Employee has been determined to be able to return to work, unless the effect of another provision of this Agreement would extend such time.

G. This Section shall apply to a disability that is due to pregnancy, or to childbirth, or to a medical condition related to pregnancy or childbirth.

H. At its expense, the Employer may request an Employee to be examined by a doctor, of the Employer's choosing, in connection with either the approval or extension, of a disability leave or, in connection with an Employee's ability to return to work.

Section 4. Family and Medical Leave Act (FMLA). To the extent required under applicable law, according to the Federal Family and Medical Leave Act (FMLA), an eligible Employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate the Act provided that such policies are consistent with the Act. The Employer in its discretion may extend part or all of its FMLA policies to part-time Employees and/or new hires, even though such Employees are not eligible under the Act. FMLA leaves shall run concurrently with all leaves, paid or unpaid, authorized by this Agreement, to the maximum extent permitted by law.

Section 5. Union Leave. A leave of absence of up to four (4) years shall be granted upon application for the purpose of serving as an officer of the Union.

ARTICLE 16: PAID LEAVE

Section 1. ETO: Starting July 2020, employees covered by this agreement will have Earned Time Off (ETO) in place of specified sick or personal days. All employees employed at the time of conversion will have all accumulated days rolled directly to ETO. Employees will "earn" time each month worked: maximum of 1.25 days per month for an annual maximum total of 15 days for 52 week employees. Time will be entered on the first payroll of the following month (i.e. work July 2020, see 1.25 on August 5 payroll) A full ETO day will be charged when missing a scheduled day of work. A half ETO day will be charged when half of the scheduled hours are worked during the day.

Use limitations:

Time can be used in half or full day increments.

When 3 consecutive days are taken a leave time request will be completed and preapproved by the supervisor.

Days off should be clearly noted in the time keeping system.

No more than three (3) scheduled workdays in a row, at one time. Day's beyond three (3) will require a doctor's note. (I.e. T, W, TH or TH, F, M., etc.)

Days used within the 10 days of the student start or end days of the school year are at the discretion of the supervisor.

Days cannot be attached to any scheduled break, unless pre-approved by the supervisor.

Family Emergencies: up to 5 days can be taken when authorized by the supervisor for illness, emergency, or bereavement in the immediate family. The immediate family shall include father, step-father, mother, step-mother, grandmother, step-grandmother, grandfather, step-grandfather, spouse, spouse's father, step-father, mother, step-mother, grandmother, step-grandmother, grandfather and step-grandfather, children, stepchildren, grandchildren, step-grandchildren, brother, step-brother, sister and step-sister, or others as approved by the Superintendent.

ETO shall not accumulate unless the employee is receiving a regular paycheck. In the event of an unpaid leave of absence or unpaid FMLA which begins after the first of the month ETO will be prorated based on the regularly scheduled paid time for the individual employee. The Board reserves the right to require reasonable proof of illness including a doctor's certificate, where a pattern of ETO leave indicates abuse.

ETO shall accumulate up to and including (120) days. The Board reserves the right to require reasonable proof of illness including a doctor's certificate, where a pattern of ETO leave indicates abuse. An employee will be compensated at the rate of forty (\$40.00) dollars per day for any accumulated ETO days in excess of one hundred twenty (120) days at the end of the school year. The payment will be made to an employer designated 403b account by July 15. If the employee has not set up this 403(b) account by May 31st, the funds will revert back to the district.

In the event a WUS employee transfers from another classification and has days in their sick or personal categories, or other leave time categories, their days will be calculated by the

administration office for the conversion to ETO based on the number of hours daily in their former position compared to the scheduled hours of the new position. No ETO days will be paid out upon leaving employment.

Section 2. Attendance Incentive. Employees who have accumulated at least 13 ETO days as of the preceding June 30, shall receive an attendance incentive payment based on the number of ETO days used during a designated 6 month period [July 1 - Dec 31; January 1 - June 30], as follows: zero days used (\$100); one day used (\$75); two days used (\$50). Part-time Employees shall receive \$50 for zero days; \$35 for one; \$25 for two. Payment, less applicable withholdings, will be made in a reasonable time after the end of each six-month period.

Section 3. In the first payroll period beginning after October 1, of each school year, the employer will notify the Employee of the total number of ETO available to the Employee.

Section 4. Jury Duty. In the event an Employee is asked to perform jury duty, the Employee shall be reimbursed the difference between his/her salary lost as a result of performing jury duty and the salary he received for serving on the jury, mileage excluded.

Section 5. There will be a termination of job rights if the Employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure.

ARTICLE 17: VACATION

Section 1. Employees who have completed their first year of service, will be entitled to two (2) weeks of paid vacation per year. Vacation time will be allotted each July 1st, in full, for the upcoming year. These days are earned over the course of that upcoming year. Upon termination of employment, any earned vacation not taken will be paid to the Employee. The Employee will reimburse any unearned vacation that was taken by the Employee to the District. The rate of pay of this reimbursement will be according to the Employee's regular pay schedule. After the completion of six (6) years of service, an Employee shall receive paid vacation leave as follows:

6th year = 11 days paid vacation
7th year = 12 days paid vacation
8th year = 13 days paid vacation
9th year = 14 days paid vacation

10th year = 15 days paid vacation
11th year = 16 days paid vacation
12th year = 17 days paid vacation
13th year = 18 days paid vacation
14th year = 19 days paid vacation
15th year = 20 days paid vacation

Employees who have completed fifteen (15) years of service will be eligible for four (4) weeks paid vacation per year, commencing each July 1st. All vacation requests must be submitted to your immediate Supervisor for approval prior to the date vacation begins. Requests will be reviewed based on factors such as organizational needs and staffing requirements. Vacations for Employees working less than full time will be prorated, in no less than half day increments.

Section 2. Pay for vacation will occur by continuation of the Employees' regular wages during the vacation period. Pay will be at the Employee's current hourly rate.

Section 3. In the event an Employee terminates employment for any reason (e.g., retirement, resignation, discharge, death), the Employee will be paid for vacation and personal time which the Employee was entitled to take as of the date of termination, provided that if any Employee voluntarily terminates employment without giving at least two (2) weeks written notice to the Employer, the Employee will forfeit such right to receive pay for unused vacation or personal time.

Section 4. Vacation must be taken in increments of not less than a one-half workday. An Employee may carry-over a maximum of ten (10) days of unused vacation to the following year. Any unused vacation beyond ten (10) days will be forfeited.

ARTICLE 18: HOLIDAYS

Section 1. The Employer agrees to provide the following paid holidays to all bargaining unit Employees:

July 4th
Friday before Labor Day
Labor Day
Thanksgiving Day

Friday after Thanksgiving
Christmas Day
Christmas Eve Day
New Year's Eve
New Year's Day
Memorial Day

The benefit for full-time Employees is eight (8) hours; the benefit for less than full-time Employees is based on the regular hour assignment for that Employee's position (for example: a four (4) hour Employee's benefit is four (4) hours and a six (6) hour Employee's benefit is (6) hours). School year Employees are not eligible for holidays that are observed outside the school year. When school is open, Good Friday will be a workday. When school is closed, Good Friday will be a paid holiday. Memorial Day, July 4th and Labor Day will be observed on the days designated by federal legislation, provided that such designation does not conflict with the District's school calendar. If such a conflict does exist, the parties will meet to negotiate the matter.

Section 2. The Employer will pay an Employee, as provided below, for the holidays recognized pursuant to Section 1 above, provided that the Employee meets all of the following eligibility rules: Employee works or is on a paid leave day, his/her entire last scheduled work day prior to, and the next scheduled work day following, the holiday, unless approved by the Superintendent.

An Employee eligible for holiday pay shall receive pay for the holiday, at his/her regular, straight time rate.

If a holiday falls on a Saturday it will be celebrated on Friday. If a holiday falls on Sunday it will be celebrated on Monday. This language is based upon the federal and state guidelines in regard to holidays. These are holidays as noted in the contract and the language does not apply to holidays that fall during the established school year.

ARTICLE 19: COMPENSATION AND BENEFITS

Section 1. Compensation. The wage schedules are attached as Schedule A.

Section 2. Annual Tool and Clothing Allowance. Each Maintenance I and II Employee will be provided up to \$700 annually to be used solely for the purchase of work-related tools and clothing. This will be a reimbursement when receipts are submitted to the supervisor confirming the nature and amount of purchase. Any amount of the allowance not used at the end of the fiscal year shall not be carried forward to the following year.

Section 3. Insurance. The Employer will provide two insurance options, Pak A and Pak B as described below in Section B.

- A. The Employer's sole obligation is to pay premiums. The Employer is not an insurer or a guarantor of any insured benefit;
- B. The following benefit(s) shall be for Employees who are full year and full-time. Any Employee working full time, less than a full year, shall have health insurance at a prorated rate.

Insurance Benefits:

Pak A- Medical, Dental, Vision, Life, LTD

Beginning January 1, 2019

MESSA ABC 1 HDHP

1350 / 2700 ABC 1 Plan

ABC Rx

HSA pre-funding in full Jan 1 each year

Delta Dental

90/90/80: \$1,100 Annual Max

50: \$3000 Lifetime Max, No Adult Orthodontics

Vision

VSP 3 Plus Platinum

Life

\$50,000

LTD

60% of Maximum Eligible Salary

\$6,500 Maximum Monthly Benefit

90 Calendar Day Modified Fill Elimination Period

No COLA

Alcohol/Drug: Two (2) Years

Mental/Nervous: Two (2) Years

5% Minimum Payout

Individual Social Security Offset

No Survivor Income

Freeze on Offsets

No Educational Supplement

2-Year Own Occupation

Employees will pay 20% of the total insurance cost as long as the District remains at the PA152 80/20 designation, if the District moves to the PA 152 Hard Cap designation, the Employee will only be responsible for the amount above the current state mandated hard cap rates, adjusted each year by the Treasury Department. Employees may choose to make such payments through an IRS Section 125 plan. Total insurance costs as defined by Michigan law. If the statutory limit is exceeded, the District shall payroll deduct the amounts needed to assure PA 152 compliance by reimbursing the Board for any excess contributions.

Pak B Cash-in-Lieu of Medical Insurance only

The Board shall pay each participant \$5,000 annually, in equal installments of \$208.33 with each paycheck.

Delta Dental	Same as Pak A
Vision	Same as Pak A
Life	Same as Pak A
LTD	Same as Pak A

Pak B members shall contribute to their insurance costs at the same percentage rates as Pak A.

This insurance benefit is not automatic. The Employee must fill out the insurance application. Also, marriage, childbirth, death, or any other change in an Employee's family should be brought to the immediate attention of the Business Office for the purpose of keeping insurance coverage current.

With respect to Employees who quit, resign, are terminated by the Employer, or are laid off, the Employer will pay its share of insurance premiums to provide coverage through the last calendar month that the Employee worked at least one scheduled workday.

The Employer's obligation under this Article is to pay its share of the premium for the duration of this Agreement. The Employer does not have control over the insurer and does not guarantee, or assume any liability for, the insurance coverage or the actions of the insurers.

Section 4. Other. The WUCSEA shall be allowed to change the plan design in Pak A each January 1st if the change will reduce the total insurance cost per Employee and if the WUCSEA notifies the Superintendent in writing with at least 60 calendar days notice.

ARTICLE 20: WORKING CONDITIONS

Section 1. Definitions.

- A. School Year Employees are those Employees who work approximately 180 days or more each year and whose period of employment coincides generally with the regular school calendar.
- B. Full Year Employees are those who are employed to work on a twelve (12) months basis.
- C. Full-Time Employees are those who generally are scheduled to work more than thirty (30) hours per week.
- D. Part-Time Employees are those who generally are scheduled to work thirty (30) hours or less per week.
- E. Substitute Employees are those who are hired to work to replace a regularly scheduled Employee.
- F. Summer Employees are those who are hired to work for a period which does not exceed thirteen (13) weeks, and which falls between June 1 and September 15.
- G. Student Employees are those who are hired prior to graduation from the District's schools and who generally work as substitute Employees, or as occasional part-time Employees.

Section 2. Work on Holidays. Work on holidays will be assigned to capable Employees on a rotating basis. Employees will be notified of their assignments annually, subject to changes due to revisions in the school calendar or unforeseen events that affect such assignments. An Employee may trade an assigned holiday, or work another Employee(s) holiday(s), with the prior approval of the Superintendent or his/her designee.

The Employee who is to work on a holiday will be given at least one day's advance notice of the anticipated duties on the holiday. For work performed on a holiday, the Employee will be paid 2½ times the Employee's regular wage, including holiday pay, with a two (2) hour minimum if the Employee is required to perform any work on the holiday.

Nothing in this Section prevents the Employer, in its discretion, from going outside the bargaining unit to get holiday work done. If the Employer cannot get any volunteers, the Employer then has the right to assign the least senior Employee.

Section 3. Break and Meal Periods. Full-time Employees shall be entitled to two (2) fifteen (15) minute paid breaks, and a one-half (1/2) hour unpaid meal break. Part-time Employees shall be entitled to one (1) fifteen (15) minute paid break.

Section 4. In the event that a summer vacancy in bargaining unit work exists, the vacancy will be filled by the most senior school year Employee who applies for the position, if the employee is qualified to perform the work. In the event that no school year Employees apply or are qualified for the job, the Employer may fill the position from any source.

Section 5. Nothing in this Agreement shall require the Board to keep school open in the event of inclement weather or when otherwise prevented by an act of God. If inclement weather prevents an Employee from arriving at his or her duty station at the assigned scheduled time, the Employee shall lose pay in proportion to time lost. However, if an Employee arrives not more than three hours late, he or she shall have no pay deducted if the Employee has accumulated ETO against which to draw.

If an Employee believes inclement weather would prevent them from arriving for work, the Employee should notify the immediate supervisor and request a paid or unpaid leave.

Section 6. Safety and Health.

- A. An Employee will not be required to perform unusually hazardous work which: (i) is not an ordinary element of the Employee's job, and (ii) poses a serious and immediate threat to the Employee's health or safety. An Employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat. In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply.
- B. The Employer will provide approved first aid material in work areas.
- C. If an Employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or his/her designee.

Section 7. The Employer will support and assist Employees with respect to preventing students from improperly interfering with the performance of work.

Section 8. Employees will not be required to perform supervisory duties. If an Employee believes that this Section is being violated, the rule will be "work now, grieve later."

Section 9. Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Association and the Employer up to three times per year.

ARTICLE 21: GENERAL

Section 1. There are no understandings or agreements or past practices that are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

Section 2. The provisions of this Agreement, including but not limited to wages and benefits, apply only to Employees who are included in the bargaining unit. This Agreement does not apply to any other Employees, or in any way restrict the Employer's actions with respect to non-bargaining unit Employees.

ARTICLE 22: SEPARABILITY AND SAVINGS CLAUSE

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

ARTICLE 23: DURATION OF AGREEMENT

Section 1. This Agreement shall continue in effect until June 30, 2021. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Section 2. The Employer agrees to supply copies of this Agreement to the Union and to all bargaining unit Employees now or hereafter employed.

**THE BOARD OF EDUCATION OF
THE WAYLAND UNION SCHOOLS**

By Norman L. Taylor
Superintendent

By [Signature]

**WAYLAND UNION CUSTODIAL
SERVICES E.A./MEA-NEA**

By [Signature]
Association President

By [Signature]
MEA UniServ Director

SCHEDULE A

Wage Rates. Wages will be compensated according to Schedule A.

B. Schedule A Commencing 2019-20

	2019-20		2019-20
Custodial/Grounds I	Step	Maintenance I	Maintenance II
TBD	1	\$15.46	\$20.26
TBD	2	\$15.99	\$21.06
TBD	3	\$16.53	\$21.86
TBD	4	\$17.17	\$22.71
TBD	5	\$17.86	\$23.57
TBD	6	\$18.55	\$24.42
TBD	7	\$19.30	\$25.38
TBD	8	\$20.05	\$26.39
TBD	9	\$20.79	\$27.46
TBD	10	\$21.06	\$28.58

One year proposal with financial opener (i.e., wages and benefits only, no language) in October 2020. Steps and benefits frozen at 2019-20 level pending opener; this freeze does not apply to a change in hours or position.

Starting in 2019-20, the following longevity rates will be payable in June based on length of service in the district:

1-5 = \$350

6-15 = \$500

16+ = \$600

The Association and the District agree to negotiate a separate wage table for groundskeepers and/or custodians, if needed.

Classification Qualifications – The following certifications/qualifications are required to maintain the classification:

Custodial/Grounds – TBD

Maintenance I: Certified Pool Operator, AHERA Certification, and Water Operator

Maintenance II: All of the Maintenance I certifications/qualifications and Certified HVAC

If any of these areas are deficient, the Employee will have one (1) year to acquire such certifications. If the Employee does not acquire the necessary certifications, the Employer may deduct \$0.25/hour for each deficiency, to a maximum of \$0.75/hour, from the wage of that Employee until the Employee acquires that certification/qualification.

Appendix A

CUSTODIAL, MAINTENANCE & GROUNDS

EVALUATION PROCEDURES

1. The purpose of Employee evaluations is to maintain and improve job performance.
2. The evaluation procedure shall provide for informal opportunities for the evaluator to record the performance of the Employee at other times in addition to formal observations.
3. Probationary Employees will be evaluated at least once in their first sixty (60) work days of employment and again the last thirty (30) work days of their 90 day probationary period.
4. Non-probationary Employees will be evaluated every other school year.
5. Employees rated unsatisfactory will be given a plan for improvement and evaluated in the next school year.
6. Employee evaluations will be conducted by the Maintenance Supervisor. The Maintenance Supervisor may seek input from building administrators as appropriate.
7. Evaluation form will be used which may include the evaluator's written suggestions for improvement. The Employee will have an opportunity to respond in writing to the evaluation on the form.
8. The Maintenance Supervisor will review evaluation with the Employee.
9. The content of an evaluation shall not be subject to the grievance procedure.

BOE
Approval
12/14/20

Wayland Union Schools

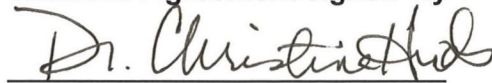
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Wayland Union Maintenance

December 10, 2020

For the remainder of the 2020-2021 School Year

Tentative Agreement signed by



For The District



For the WUM

Considerations

1. Schedule A as proposed by WUS on December 10, 2020, see below.
2. All steps will be honored effective January 1, 2021 on the new pay scale to be first seen on the January 20, 2021 pay date.
3. No changes to insurance at this time.
4. Contract will be expire June 30, 2021.

Schedule A effective January 1, 2020

Maintenance Wage Table 2020 - 2021			
Step	Maintenance I	Maintenance II	Custodial/Grounds I
1	\$15.77	\$20.67	TBD
2	\$16.31	\$21.48	TBD
3	\$16.86	\$22.30	TBD
4	\$17.51	\$23.16	TBD
5	\$18.22	\$24.04	TBD
6	\$18.92	\$24.91	TBD
7	\$19.69	\$25.89	TBD
8	\$20.45	\$26.92	TBD
9	\$21.21	\$28.01	TBD
10	\$21.48	\$29.15	TBD
		Longevity:	
		1-5 yrs	\$350.00
		6-15 yrs	\$500.00
		16+ yrs	\$600.00



Wayland Union Schools

Christi Atwood <atwoodc@waylandunion.org>

Contract

1 message

Patricia Velie <veliep@waylandunion.org>
To: Joseph Lavigne <lavignej@waylandunion.org>
Cc: John Huyck <huyckj@waylandunion.org>
Bcc: atwoodc@waylandunion.org

Tue, Dec 15, 2020 at 8:46 AM

The BOE approved the Maintenance group's raise of 2% last night per the signed Tentative Agreement.

However; the BOE wants you to know that you are appreciated and is also paying out an off-schedule payment to each maintenance employee = \$100.

As with the 2% increase (effective January 1, 2021) you will see this off-schedule payment on your January 20, 2021 paycheck.

Please share this good news with all of our valued maintenance employees.

Thank you for all that you do and Happy Holidays!


The Administration Team (Dr. Hinds, Pat, and Teresa).

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Patricia A. Velie
Assistant Superintendent of Finance and Operations
Wayland Union Schools
269 792 2181 ext. 3011

*Challenge * Inspire * Contribute!*

 Please consider the environment and cost before printing this email.

It is the policy of Wayland Union Schools to ensure equal opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, citizenship, national origin, genetics, or any other characteristic protected by law. Wayland Union Schools prohibits any such discrimination or harassment.

