

**AGREEMENT**

**Between**

**THE SCHOOL DISTRICT OF WAUKESHA  
Waukesha, WI**

**And**

**WAUKESHA SCHOOL DISTRICT EMPLOYEES UNION  
Local 2485**

**Affiliated With  
DISTRICT COUNCIL 40**

**of the**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO**

**CLERICAL EMPLOYEES**

**Effective: July 1, 2010**

**Expires: June 30, 2013**

**10.18.2010`**

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## **AGREEMENT**

This Agreement is made and entered into and to be effective July 1, 2010 by and between the School District of Waukesha, hereinafter referred to as the "Employer," and the Waukesha School District Employees Union, Local 2485, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union;" for the purpose of maintaining harmonious labor relations, maintaining a uniform scale of wages, working conditions and hours among the employees, members of the Union, and facilitating a peaceful adjustment of all grievances and disputes which may arise between the Employer and the employees.

### **ARTICLE I - MANAGEMENT RIGHTS RESERVED**

- 1.01 Rights. Unless otherwise herein provided, the management of the work and the direction of the working forces, including the right to hire, promote, demote or suspend, or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason is vested in the Employer.
- 1.02 Employer Action. If any action taken by the Employer is proven not to be justified, the employee shall receive all wages and benefits due him/her for such period of time involved in the matter.
- 1.03 Rules. The Employer may adopt reasonable rules and amend the same from time to time.

### **ARTICLE II - RECOGNITION AND BARGAINING UNIT**

- 2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time clerical employees of the School District of Waukesha; excluding supervisory employees, confidential employees, and all other employees of the Employer, for the purpose of negotiations on all matters concerning wages, hours, and other conditions of employment as certified by the Wisconsin Employment Relations Commission, Decision No. 10823.

### **ARTICLE III - UNION ACTIVITY**

- 3.01 Union Business. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, nor to prevent certain routine, reasonable business, such as the posting of Union notices and bulletins.
- 3.02 Grievances and Negotiations. The Employer hereby agrees that time spent in the presentation of grievances and in negotiations during regular working hours shall not be deducted from the pay of delegated employee representatives of the Union.
- 3.03 Convention Delegates. Convention or conference delegates shall be allowed leave without pay, not to exceed three (3) days, and limited to four (4) delegates. Bargaining unit employees who may be elected or appointed to positions in the Union at either the state or national level shall be allowed up to an additional five (5) days of leave without pay per year for a maximum of two (2) consecutive years.

### **ARTICLE IV - MODIFIED FAIR SHARE AGREEMENT**

- 4.01 Fair Share Agreement. A fair share Agreement shall be implemented as hereinafter set forth:
  - a. Representation. The Union shall provide employees who are not members of the Union with an internal mechanism, consistent with any prevailing laws or statutes, which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Union.

- b. Membership. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and Bylaws of the Union. No employee shall be denied Union membership on the basis of race, creed, color, sex, handicap, age, or national origin.
- c. Payroll Deduction - Employees Covered. The Employer shall deduct, each month, an amount certified by the Treasurer of Local 2485 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit, subject to the provisions of subsections (1) and (2) below. With respect to newly hired employees, such deduction shall commence on the month following the completion of the one hundred and twenty (120) day probationary period.
  - 1. Present Employees. With respect to employees hired prior to January 1, 1978, such deductions shall be made on behalf of only those employees who were members of the Union on January 1, 1978. Should any employees hired prior to January 1, 1978 subsequently join the Union, they shall be subject to the provisions of the fair share Agreement thereafter.
  - 2. New Employees. All employees hired on or after January 1, 1978, shall be subject to the provisions of the fair share Agreement.
- d. Administration. The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 2485 or his/her designee within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of Local 2485 at least thirty (30) days prior to the effective date of such change.

The employer shall not be required to submit any amount to the Union under the provisions of this Article on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

- e. Inadvertence or Error. If through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due or owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative or his/her designee.
  - f. Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this modified fair share Agreement.
- 4.02 Dues Deduction. In the event that the fair share Agreement becomes invalid, the Employer agrees to deduct each month, dues from those employees who individually authorize, in writing, that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be forwarded to the Treasurer of Local 2485 or his/her designee, along with an itemized statement of the employees from whom such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Union at least thirty (30) days prior to the effective date of such change.

#### ARTICLE V - DEFINITION OF EMPLOYEES

- 5.01 Twelve Month Employees - Full-Time. Employees in this category shall include those employees assigned to a position on a full-time basis for a twelve (12) month work year.
- 5.02 Twelve Month Employees - Part-Time. Employees in this category shall include those employees assigned to a position on a part-time basis for a twelve (12) month work year.
- 5.03 Ten Month Employees - Full-Time. Employees in this category shall include those employees assigned to a position on a full-time basis for a ten (10) month work year. The work year will include the days school is in session plus a maximum of up to four (4) additional weeks before or after the school year, to be determined at the discretion of the Board.

As a result of the 1995-98 bargaining, the elementary principals secretaries' work year will be extended by five (5) days per school year. The days to be mutually determined between the secretary and the principal.

- 5.04 Ten Month Employees - Part-Time. Employees in this category shall include those employees assigned to a position on a part-time basis for a ten (10) month work year. The work year will include the days school is in session plus a maximum of up to four (4) additional weeks before or after the school year, to be determined at the discretion of the Board.
- 5.05 School Year Employees - Part-Time. Employees in this category shall include those employees assigned to a position on a part-time basis for the school year. The work year will include the days school is in session with students.
- 5.06 Temporary Employees. A temporary employee is one who is hired for a specific period of time (not to exceed ninety (90) days), or to fill in for a leave of absence of a bargaining unit member, and who will be separated from the payroll at the end of such period or project. Temporary employees are not covered by the terms and conditions set forth in this Agreement.
- 5.07 Health Room/Clerical. Employees in this category shall include those employees assigned to a position on a part-time basis for a one hundred seventy-eight (178) day work year. The work year will include the day school is in session with students and one day prior. Health Room/Clerical employees do not receive any fringe benefits under this Agreement unless specifically referenced in Appendix D.
- 5.08 The District is responsible for the cost of the initial Red Cross Standard First Aid and subsequent CPR required classes.

#### **ARTICLE VI - PROBATIONARY PERIOD**

- 6.01 Length of Probation. All newly hired employees shall be considered probationary for the first one-hundred twenty (120) days of employment. Where termination under the provisions of 6.02 is being considered, the Superintendent, or designee, may offer an extension of the probationary period for an additional thirty (30) days, which offer of extension is subject to the employee's consent. All salary increases shall be based upon the initial date of employment in accordance with the schedule contained in Appendix "A" of this Agreement. A rejected offer of extension of the probationary period will result in termination.
- 6.02 No Recourse. A probationary employee may be terminated without recourse to the grievance procedure.
- 6.03 Completion of Probation. Continued employment beyond the probationary period shall be evidence of satisfactory completion of probation, and such employees shall be eligible at that time for all accrued benefits.
- 6.04 Fringe Benefits. Probationary employees shall be eligible to receive paid holidays and sick leave and shall receive coverage of insurance policies in accordance with the waiting period specified in the insurance contracts, regardless of whether or not such waiting periods fall within the probationary period.

#### **ARTICLE VII - WORK DAY AND WORK WEEK**

- 7.01 Daily and Weekly Hours. During periods when school is in session, the work day shall be eight (8) consecutive hours, exclusive of a one-half (1/2) hour lunch period, and the work week shall be forty (40) hours, consisting of five (5) consecutively scheduled work days, Monday through Friday, unless the district offers a flexible forty (40) hour work week such as four (4), ten (10) hour days (not including Saturday or Sunday, and/or alternate start times).
- 7.02 Work Schedules. Individual employees shall be scheduled to work between the hours of 7:00 a.m. and 4:30 p.m., except as hereinafter provided:
- a. Change by Mutual Agreement. The schedule of regular hours may be changed to other than the above mentioned hours by mutual Agreement of the employee and the administration. In the event that such

change is for more than five (5) consecutive days, the Union shall be notified. In the event the scheduled hours exceed forty (40) hours a week, overtime will be paid according to 8.01.

b. New Positions. The Employer may establish a schedule of daily work hours different from that noted in Section 7.02 above in the event that new positions are created during the life of this Agreement, provided, however, that such schedule of daily work hours shall be a part of the job posting for such positions.

7.03 Part-Time. Part-time employees shall have a regular schedule of hours, and such schedule shall be a matter of record. If needed, part-time employees may be assigned work before or after their regular shift at their regular rate of pay up to eight (8) hours per day.

7.04 Breaks. Employees shall be entitled to a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. The present practice of administering breaks shall remain the same during the life of this Agreement.

### **ARTICLE VIII - OVERTIME AND HOLIDAY PAY**

8.01 Time and One-Half. Time and one-half (1 -1/2) shall be paid for all hours worked in excess of the regular eight (8) hour day or forty (40) hour week. If flexible hours exceed eight (8) hours per day, no overtime will be paid unless the hours exceed forty (40) hours per week.

8.02 Time Worked on a Holiday. Time worked on a holiday shall be paid for at the rate of two (2) times the employee's regular rate of pay in addition to payment for the holiday, except as provided for in Section 12.06 of this Agreement.

8.03 Time Worked on a Sunday. Time worked on a Sunday shall be paid for at the rate of two (2) times the employee's regular rate of pay.

8.04 Compensatory Time Off. Compensatory time off at the rate of time and one-half (1-1/2), or in the case of hours worked on a Sunday or holiday at the rate of double (2) time, may be given in lieu of overtime pay, in addition to payment for the holiday.

8.05 Minimum Schedule - Saturdays. Any Saturday scheduled work shall be for a minimum of three (3) hours at the rate of time and one-half (1-1/2), except as hereinafter provided. If the reason for the Saturday work is making up a previously scheduled work day, the work shall be at straight time.

8.06 Part-Time and Seasonal Employees. Part-time and seasonal employees shall not work overtime unless all regular employees are on overtime or unavailable to work, with the exception of certain special projects which the seasonal or part-time may be specifically engaged in or for.

8.07 Computation. For the purpose of computing overtime, all hours paid for shall be considered as hours worked.

### **ARTICLE IX - CALL-IN TIME**

9.01 Two (2) Hour Minimum. Employees who are called to work at other than a regularly scheduled time, except as provided in Section 9.02, shall be entitled to at least two (2) hours work, or pay therefore, at the rate of time and one-half (1-1/2) regardless of the length of time less than two (2) hours which they may have worked. Employees called in may be required to work the full two (2) hours. In the event that such call-in occurs on a Sunday or holiday, employees shall be entitled to at least two (2) hours work, or pay therefore, at the rate of double (2) time.

9.02 Hours Contiguous to Regular Shift. Employees who shall be called in to work prior to the start of their regularly scheduled starting time and who continue to work into their regularly scheduled hours, or who continue to work after the end of their regularly scheduled hours, shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for such hours worked. Part-time employees shall not

receive call-in pay unless they have worked in excess of eight (8) hours in a work day or forty (40) hours in one (1) work week.

- 9.03 Compensatory Time Off. Compensatory time off at the rate of time and one-half (1-1/2), or in the case of hours worked on a Sunday or holiday at the rate of double (2) time, may be given in lieu of overtime pay.

#### **ARTICLE X - WAGES**

- 10.01 Classification and Salary Plan. The classification and salary plan shall be made a part of this Agreement and is attached hereto as Appendix A.
- 10.02 Pay Period. Payment of salaries for regular payroll shall be made in twenty-six (26) equal payments. The pay dates are bi-weekly and the pay days shall normally be Wednesday. If a payday falls on a holiday, the payday shall be the date prior to the holiday. The paycheck shall provide information concerning rate of pay, hours worked, overtime worked, and deductions made. Ten month employees shall have the option to be paid in twenty-two (22) equalized checks or twenty-six (26) checks.
- 10.03 Work Out of Classification. Whenever an employee works at a higher rated job for a period of more than five (5) consecutive days, said employee shall receive the rate of pay applicable to such higher rated job for all hours so worked.
- 10.04 Longevity Pay. In addition to the rates of pay set forth in Appendix A, employees shall receive longevity pay based upon their anniversary dates of employment in accordance with the following schedule:

After 5 years of service - \$15.00 per month  
After 10 years of service - \$20.00 per month  
After 15 years of service - \$25.00 per month  
After 20 years of service - \$30.00 per month

Ten (10) month employees shall receive longevity pay based upon their total months of employment (i.e., sixty (60) months of employment for each longevity increment). Part-time employees shall receive longevity payments on a prorated basis.

#### **ARTICLE XI - INSURANCE AND RETIREMENT**

- 11.01 Hospital and Medical Insurance. Effective July 1, 2010 employees are enrolled in the United Healthcare Choice Plus Plan. Details of the plan are outlined in Appendix E. Details of the option plan in lieu of health insurance is outlined in Appendix C.

Beginning with the 2003-04 school year, employees participating in the health insurance coverage, Option D, will contribute thirty-five dollars (\$35.00) per month toward the health insurance premium for either a family or single plan. Beginning January 1, 2012 employees participating in the health insurance coverage and having met the requirements for the Wellness Plan (as specified under 11.09) participation shall contribute three percent (3%) per month of the applicable health insurance premium. If the employee has not met the requirements for participation in the Wellness Plan the premium share shall be six percent (6%). Beginning January 1, 2013 employees participating in the health insurance coverage and having met the requirements for the Wellness Plan participation shall contribute five percent (5%) per month of the applicable health insurance premium. If the employee has not met the requirements for participation in the Wellness Plan the premium share shall be ten percent (10%).

- a. Change in Carriers. The Employer may change health insurance carriers so long as substantially equivalent coverage is provided. The Union shall be notified in advance of any contemplated change in carriers and be permitted to present its views.

- b. Payments. Payments for Hospital and Medical Insurance shall be made on the following basis:
1. Twelve Month Employees - Full-Time. The Employer shall pay the full premium amounts as indicated above.
  2. Twelve Month Employees - Part-Time. The Employer shall pay the premium amounts indicated above on a prorated basis, based upon an hourly comparison with twelve month full-time employees.
  3. Ten Month Employees - Full-Time. The Employer shall pay the full premium amounts indicated in Section 11.01 during the months of employment, (i.e., the months of September through June), and shall pay fifty percent (50%) of the premium for the non-employment months (i.e., July and August), and a salary deduction shall be made to cover the cost of the balance of insurance premiums during the non-employment months. Such salary deduction shall be made in equal amounts from each of the twenty-two (22) pay periods preceding the summer vacation.
  4. Ten Month Employees - Part-Time. The Employer shall pay the premium amounts indicated in Section 11.01 and 11.01 (b)(3) on a prorated basis, based upon an hourly comparison with ten (10) month full-time employees for those ten (10) month part-time employees working twenty (20) hours per week or more. The payment of premiums for non-employment months shall be set forth in Section 11.01 (b)(3).

Beginning July 1, 2006 a 3-tier drug card (5/15/30) will be effective.

Beginning July 1, 2006 the health insurance lifetime maximum will increase from \$1,000,000 to \$2,000,000.

- 11.02 Employees Restricted to Part-Time Status. If an employee has worked for the Employer for twenty (20) or more years and is restricted to part-time work by a physician's order, the employee will qualify for the premium payment outlined in 11.01.
- 11.03 Coverage for Retirees. An employee who retires at age fifty-five (55) or older and who has been employed for ten (10) or more years may continue to carry coverage as part of the group by paying the premiums directly to the carrier.
- a. Quarterly Payment Option. Employees may elect to pay premiums on a quarterly basis. Quarterly premiums must be paid by September 15, December 15, March 15, and June 15 of any school year.
  - b. Employee Responsibility. It shall be the responsibility of the employee to fill in a new card and see that the premiums are paid to the Business Office on or before the dates specified above.
- 11.04 Premium Continuation. The Employer will continue to pay the premium for any employee who has exhausted his sick leave credits and is on a leave of absence under Section 14.10 for a period of six (6) months. If the leave of absence extends beyond six (6) months, the employee may elect to continue the coverage at the employee's own expense for the duration of the leave and must make the premium payments in advance to the Business Office. Section 11.04 shall also be effective for an employee who is receiving benefits under Section 11.08, Long Term Disability Insurance.
- 11.05 Life Insurance. Group Term Life Insurance in an amount equal to 200% of the employee's annual income rounded to the next highest one thousand dollars shall be provided to each employee in the bargaining unit. The Employer shall pay up to thirty-seven cents (\$.37) per month per one thousand dollars of coverage. In the event that the monthly premiums for life insurance increase during the term of this Agreement, the dollar amounts specified above shall be amended to reflect the actual cost of the life insurance coverage. Premium payments for the various categories of employees shall be made pursuant to Section 11.01 (b) above. Additional life insurance may be purchased at employee's expense per WEA guidelines.

The board shall provide for all employees a group term life insurance policy to be equal to 200% of the employee's annual salary. The policy shall include an extended term benefit in accordance with the following table of coverage reductions:

- From 65<sup>th</sup> birthday until 66<sup>th</sup> birthday – 75% of full benefit
- From 66<sup>th</sup> birthday until 67<sup>th</sup> birthday – 50% of full benefit
- From 67<sup>th</sup> birthday and thereafter – 25% of full benefit

Employees retiring prior to age 65 with less than 15 years of service shall have life insurance terminated at date of retirement.

Employees retiring prior to age 65 with 15 or more years of service may continue to pay the premiums until the month in which they turn 65. At age 65 the District will pay premiums until death.

11.06 Wisconsin Retirement Fund. The Employer agrees to participate in the Wisconsin Retirement Fund and further agrees to pay the employee's share of contribution to said fund up to and including 6.5% of gross earnings. Except where may be specifically limited by Wisconsin Statutes, in the event that the employee's contribution rate to the Wisconsin Retirement Fund increases during the second and/or third year of this Agreement, the Employer agrees to pay said increase for the life of this Agreement.

11.07 Dental Insurance. Effective October 1, 1995, the Employer shall provide a dental insurance plan, at the benefit level as provided to the EAW members, during the term of this Agreement as approved on September 18, 1995. The Employer shall pay up to one hundred twenty dollars and two cents (\$120.02) per month for family coverage; and forty- six dollars and forty-two cents (\$46.42) per month for single coverage for the 2010-11 school year. In the event that the monthly premium for the coverage increases during the 2011-12 and 2012-13 contract year, the dollar amount specified above shall be amended to reflect the actual cost of the coverage.

11.08 Long Term Disability Insurance. A long term disability insurance policy shall be provided for each employee. The entire premium for such insurance shall be paid by the Employer. Upon eligibility, an employee shall receive ninety percent (90%) of his/her salary. Upon satisfying the sixty (60) calendar day waiting period required under the long term disability insurance policy, employees shall be required to utilize such insurance and shall no longer receive payments under the sick leave provision of the labor Agreement. Employees shall not lose any of their accrued sick leave.

The Employer shall pay the premium amounts for long term disability insurance in the same manner as defined in Section 11.01 (b).

11.09 Wellness Program. Participation in the Employee Wellness Program means that the employee shall complete an annual health risk assessment and biometric screening, to be conducted by a health care provider of the District's choosing. The program is voluntary, however, if the employee does not participate in any given year, the employee is subject to the higher premium share for health insurance. If, in any given year the District does not conduct the assessment/screening, the employee will be considered compliant with the program for the lower insurance premium shares.

The health risk assessment consists of a survey to be completed online. The biometric screening consists of body composition, blood pressure, height and weight, as well as a blood draw that will test for lipid profile (cholesterol and triglycerides) and glucose/blood sugar. The employer never receives individual results; aggregate results only are provided. The cost of the annual screening, when conducted by a health care provider chosen by the District, is borne by the District.

Employees may utilize their personal medical provider to conduct the testing within a prescribed time frame. In such event, the costs associated with the use of an employee's personal medical provider shall be subject to the terms and conditions of the employee's health insurance plan and the employee shall be responsible for any costs associated with the use of the employee's personal medical provider.

**ARTICLE XII - HOLIDAYS**

12.01 Days Granted - 12 Month Full-Time Employees. All twelve (12) month full-time employees shall be granted ten (10) paid holidays each year as follows:

- |                     |                               |
|---------------------|-------------------------------|
| 1. New Year's Day   | 6. Thanksgiving Day           |
| 2. Good Friday      | 7. The Day after Thanksgiving |
| 3. Memorial Day     | 8. The Day before Christmas   |
| 4. Independence Day | 9. Christmas Day              |
| 5. Labor Day        | 10. The Day before New Year's |

12.02 Days Granted - 10 Month Full-Time Employees. All ten (10) month full-time employees shall be granted nine (9) paid holidays as follows:

- |                     |                               |
|---------------------|-------------------------------|
| 1. New Year's Day   | 6. The Day after Thanksgiving |
| 2. Good Friday      | 7. The Day before Christmas   |
| 3. Memorial Day     | 8. Christmas Day              |
| 4. Labor Day        | 9. One (1) Floating Holiday   |
| 5. Thanksgiving Day |                               |

The floating holiday shall be taken on a regular work day at the employee's discretion. The employee shall provide a reasonable notice in advance of taking this holiday.

12.03 Days Granted - Part-Time Employees. Regular part-time employees shall receive paid holidays on a prorated basis according to their comparable full-time categories.

12.04 Holidays Falling On Weekends. If any of the above named holidays fall on a Saturday, the preceding Friday will be observed as the holiday. If any of the above named holidays fall on a Sunday, the following Monday shall be observed as the holiday.

12.05 Special Provision - December 24 and December 31. If December 24 and December 31 fall on either a Friday or on a Sunday, the last preceding work day shall be observed as the holiday.

12.06 School in Session. In the event that school is in session on any of the days observed as holidays, employees shall work at their straight time rate and shall receive a compensatory day off as arranged with the administration.

12.07 Holidays for Health Room Clericals. Health Room Clericals shall be entitled to one (1) floating holiday per year. The floating holiday shall be taken on a regular work day at the employee's discretion. The employee shall provide a reasonable notice in advance of taking this holiday.

**ARTICLE XIII - VACATIONS**

13.01 Vacation Entitlement - 12 Month Full-Time Employees. Vacations shall be granted to twelve (12) month full-time employees based upon their length of continuous service as follows:

- 1 year of employment - 2 weeks paid vacation
- 5 years of employment - 3 weeks paid vacation
- 10 years of employment - 4 weeks paid vacation
- 20 years of employment - 5 weeks paid vacation

13.02 Vacation Entitlement - 10 Month Full-Time Employees. Ten (10) month full-time employees shall be granted one (1) week of paid vacation, and for every two (2) years beyond five (5) years of employment, add one (1) additional paid vacation day.

- 13.03 Vacation Entitlement - Part-Time Employees. Twelve (12) month part-time employees shall be granted vacations on a prorated basis, according to the schedule set forth in Section 13.01. Ten (10) month part-time employees shall receive no paid vacations.
- 13.04 First Year Eligibility - 12 Month Employees. Vacation eligibility for twelve (12) month employees during the first year of employment shall be determined as follows:
- a. Employees starting between May 1 and August 31 will qualify for full vacation the following calendar year.
  - b. Employees starting between September 1 and April 30 shall be entitled to one (1) week of vacation during the summer of their first year of employment. Employees starting after May 1 will receive no vacation in the current calendar year.
- 13.05 First Year Eligibility - 10 Month Employees. Ten (10) month full-time employees who begin employment after January 1 shall receive no paid vacation during their first calendar year of employment.
- 13.06 Selection of Vacation Times. In determining vacation schedules, the Employer shall respect the wishes of the eligible employees on a seniority basis as to the time of taking their vacation, insofar as the needs of the Employer will permit.
- 13.07 No Carry Over. Vacation allowance shall be taken during the vacation year except that employees who are required by their department head to defer all or part of their vacation for a given vacation period shall be permitted to take it within the first six (6) months of the ensuing vacation year, after which it shall be lost.
- 13.08 Scheduling of Vacations. Employees must take at least one (1) week of their earned vacation during the summer months as scheduled in accordance with this Article. Employees who by reason of their length of service are entitled to more than one (1) week of vacation may take such additional vacation at other times of the year, subject to the approval of the administrator.
- 13.09 Holiday Falling During Vacation. When an authorized holiday falls within an employee's paid vacation period, the employee shall be granted another day off with pay in lieu of such holiday. Such day shall not necessarily be continuous with the vacation period; however, the wishes of the employee will be considered if arrangements with supervision are made prior to the start of vacation.
- 13.10 Length of Service. The length of continuous service of an employee is based on Article XIX of this Agreement. An employee will not be eligible for his/her third (3rd) week of vacation or additional vacation time until after said employee's anniversary date, at which time the employee may take the additional vacation time earned.

- 13.11 Payment upon Termination. If an employee terminates employment for any reason during the year, the employee shall receive vacation pay according to the following table:

<u>Eligible To Weeks</u>	<u>Full Months Worked</u>	<u>Number of Weeks Pay</u>
1	6	1
2	3	1
2	6	2
3	2	1
3	4	2
3	6	3
4	2	1
4	4	2
4	5	3
4	6	4
5	2	1
5	4	2
5	5	3
5	6	4
5	7	5

**ARTICLE XIV - SICK LEAVE**

- 14.01 Accumulation - 12 Month Full-Time Employees. Twelve (12) month full-time employees shall accrue sick leave at the rate of one (1) day of sick leave for each calendar month of employment up to a maximum of one-hundred twenty (120) days.
- 14.02 Accumulation - 10 Month Full-Time Employees. Ten (10) month full-time employees shall accrue sick leave at the rate of one (1) day of sick leave for each calendar month of employment up to a maximum of one-hundred (100) days.
- 14.03 Accumulation - Part-Time Employees. Regular part-time employees shall accrue sick leave on a prorated basis according to their comparable full-time categories.
- 14.04 Prior Accumulation. Employees shall be credited with all sick leave accrued prior to the effective date of this Agreement.
- 14.05 No Advance Usage. Sick leave shall not be used until it has been accrued.
- 14.06 Purposes. Each employee who has accrued sick leave credit shall be eligible to use sick leave up to the extent of the employee's accumulation for any period of absence from employment which is due to personal illness, personal injury, exposure to a contagious disease, or attendance upon members of the immediate family (defined as husband, wife, children, parents, or other persons living in the employee's household) when such attendance is accompanied by hospitalization and/or a doctor's care.
- 14.07 Holiday Falling During Sick Leave. In the event a paid holiday falls within the week or weeks when the employee is on sick leave, such holiday will be charged as a paid holiday and not deducted from the employee's accrued sick leave.
- 14.08 Approved Leave. Previously accumulated sick leave shall not be terminated by absence on approved leave.
- 14.09 Lay-Off. Whenever an employee is laid off due to lack of work or funds, any accumulated sick leave shall continue in effect if the employee is rehired.

14.10 Medical Leave. An employee who is absent from employment due to personal illness or injury, beyond his paid sick leave accumulation, shall be granted an unpaid leave of absence, not to exceed two (2) years, until the employee is again able to report to work. An employee returning to work from such an extended sick leave will return to the job previously held unless otherwise dictated by the required doctor's release for return to work. Employees on leave under this section shall be subject to the same layoff provisions contained in Article XXI of this Agreement.

14.11 Personal Leave Days. Twelve (12) month full-time employees shall be allowed up to two (2) personal leave days per year to conduct personal business. Such personal leave days shall be non-cumulative and shall be deducted from the employee's sick leave accumulation. Personal business shall include business activity that cannot be conducted outside the normal work day and shall not include recreational activity. The employee's personal day request will normally be accepted with a statement of the basic purpose but without detailed information. Request for personal leave shall be made to the Executive Director of Human Resources at least forty-eight (48) hours in advance of the leave whenever possible.

The Union will be advised, in writing, when a request for a personal leave day is denied to an employee, and the reasons for the denial will be provided.

Ten (10) month full-time employees shall be allowed to use one (1) personal leave day each year under the same conditions noted above.

#### **ARTICLE XV - FUNERAL LEAVE**

15.01 Length of Leave. In the event of the death of a member of an employee's immediate family, a maximum of three (3) days leave of absence with pay shall be granted.

15.02 Immediate Family. Immediate family is described as husband, wife, children, parents, brothers, sisters, and grandparents of the employee or spouse, or any person living in the employee's household.

15.03 Pallbearer. In the event that an employee is called upon to serve as a pallbearer in any funeral or to serve in a military funeral, necessary time up to one (1) full day of leave shall be granted.

15.04 Not Chargeable to Other Leave. Leave time granted under this article shall not be charged to earned sick leave or vacation credits.

15.05 Additional Leave. If circumstances warrant time off in addition to that specified in Section 15.01 and 15.03 above, the administration may grant additional time off upon the request of the employee. Such additional time off shall be charged against the employee's accumulated sick leave credits.

#### **ARTICLE XVI - MATERNITY LEAVE**

16.01 The Employer shall establish maternity leave policies in accordance with state and federal statutes.

16.02 In the event that employees take advantage of any statutory leave provisions, the amounts taken thereunder shall be offset against the unpaid leave provisions.

#### **ARTICLE XVII - JURY DUTY - WITNESS SERVICE**

17.01 An employee subpoenaed for jury duty or as a witness shall be paid regular wages and shall turn over to the Executive Director of Business Services any monies, excluding mileage allowance, the employee shall receive as a result of such jury or witness service.

## ARTICLE XVIII- LEAVE OF ABSENCE

- 18.01 Application. Any employee who wishes to absent him/herself from his/her employment for any reason not specifically provided for in this Agreement must make application for a non-paid leave of absence from the Employer. All requests for leaves of absence shall be made in writing at least fifteen (15) days prior to the start thereof. In the event of emergency conditions, a shorter notice will be accepted.
- 18.02 Employer Determination. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence.
- 18.03 Restriction. No leave of absence shall be granted for the purpose of seeking other employment.
- 18.04 Elective Positions. Unpaid leaves of absence may be granted to employees to hold an elective position in Federal, State, County or Municipal Governments, or to hold a full-time Union office.
- 18.05 Union Notification. The Union shall be notified in writing by the Employer at the time each leave of absence is authorized, indicating the duration of such leave. The Employer shall also notify the Union in writing in the event that a request for a leave of absence is denied, indicating the reason for such denial.

## ARTICLE XIX - SENIORITY

- 19.01 Policy. It shall be the policy of the Employer to recognize seniority as provided in other articles of this Agreement.
- 19.02 Seniority Date. The latest date of employment or re-employment in a regular position shall become the employee's seniority date.
- 19.03 Accrual - 10 Month Employees. Ten (10) month employees shall accrue seniority on a monthly basis, (i.e., ten (10) month employees shall receive 10/12 of one (1) year's seniority credit for each ten (10) month term of employment).
- 19.04 Computations. The seniority date shall be used in all computations involving length of service for such contract covered items as seniority, vacations, longevity and sick leave.
- a. Exception. The only exception to Section 19.04 above is that wage schedule credit may be given at the Employer's discretion for previous employment with the Employer placing a re-employed person on the salary schedule, in accordance with Appendix A.
- 19.05 Continued Accumulation. The seniority rights of an employee shall continue to accumulate during periods of approved leave provided for in other sections of this Agreement.
- 19.06 Effect of Layoff. In the event of a layoff, an employee's seniority shall not be diminished if said employee is rehired within one (1) year of the date of the layoff.
- 19.07 Seniority List. The Employer shall furnish annually, on or about January 1, a list of the seniority dates of all employees in the bargaining unit. Copies of said list shall be forwarded to the President and the Secretary of the Union.
- 19.08 Loss of Seniority. Bargaining unit employees who sever employment with the District shall lose all seniority rights, except as provided in Section 19.09 (b).
- 19.09 Recognition of Previous School District Service.
- a. Transfer From a Non-Clerical Unit Position to a Clerical Unit Position.  
When an employee of the Waukesha School District presently employed in a non-bargaining unit position is hired into the clerical unit, that employee shall keep all previously earned benefits relating to sick leave accrued; previous length of service shall be credited toward vacation time earned, longevity pay, severance benefits, and eligibility to carry health insurance after retirement.

The seniority date of such employees as relates to promotions (Article XX) and layoff and recall (Article XXI) shall be the date of employment in the clerical unit.

- b. Re-employment Within the Clerical Unit (Bridging of Service). In case of re-employment within the clerical unit, the employee will be credited with all previous service after his/her present period of re-employment reaches two (2) years of continuous service.

#### **ARTICLE XX – PROMOTIONS**

- 20.01 Job Vacancies. Whenever any vacancy occurs due to retirement or termination of the incumbent employee, the creation of a new position, or for whatever reason, the job vacancy shall be made known to all employees through job posting.
- 20.02 Posting Procedure. Job vacancy postings under Section 20.01 above shall be posted on the bulletin boards, or convenient areas in each building, for at least five (5) work days in overlapping weeks. The job posting shall set forth the job title, location of work, the shift and the rate of pay.
- 20.03 Applications. The five (5) working days during the period of the posting will be allowed to permit interested employees time to apply for the position. No candidates will be considered until the completion of this posting.
- 20.04 Selection. In filling the vacancy, the Employer shall consider applications from employees of the District as well as applications from persons not currently employed. Selection shall be made on the basis of qualifications and seniority, provided, however, that if the qualifications of two or more applicants are substantially equal, seniority shall prevail. Any dispute concerning the qualifications of an applicant shall be subject to the grievance procedure.
- 20.05 Probationary Period. Current employees selected to fill job vacancies shall serve a sixty (60) day probationary period in the new job. If during this sixty (60) day period the selected employee fails to make satisfactory progress to qualify on the new job, or if the employee prefers to return to his/her previous job, the employee may do so prior to the expiration of said sixty (60) day period, and all other affected employees shall likewise return to positions previously held.
- 20.06 Union Notification. A copy of each job posting shall be forwarded to the President of Local 2485. The Employer shall notify the President and Secretary of the Union in writing when an applicant is selected to fill a vacant or new position pursuant to the job posting procedure. In the event that a new employee is hired to fill the vacancy, the Employer shall provide written notification to the President and Secretary of the Union.

#### **ARTICLE XXI - LAYOFF AND RECALL**

- 21.01 Layoff Procedure. In the event that it becomes necessary to reduce the number of employees in the bargaining unit, the following procedure shall be followed:
  - a. All temporary or seasonal employees shall be laid off before any regular employee is laid off.
  - b. The employee in the affected job may, if qualified and capable, replace the employee in the same pay range with the least seniority with the Employer.
  - c. If the employee so replaced has more seniority with the Employer than the least senior employee in the next lower pay range, he/she may replace said employee, provided that he/she is qualified for and capable of performing the work.
  - d. This procedure shall be followed in like manner through all subsequent lower pay ranges.

- 21.02 Recall Procedure. The last employee laid off shall be the first re-employed, provided that the employee is capable and qualified to perform the work in the job which becomes available.
- 21.03 District-Wide Seniority. Seniority for layoff and recall purposes shall be based upon length of service with the Employer and not length of service in a job or pay classification.

#### **ARTICLE XXII - TERMINATION REPORTS-PERSONNEL FILES**

- 22.01 Termination Reports. Termination reports shall be in triplicate and signed by the Employer and employee (if he/she is available), when an employee is separated from employment for any reason, or is granted a leave of absence. One (1) copy shall be retained by the Employer, one (1) filed with the Union, and one (1) given to the terminated employee.
- 22.02 Personnel Files. An employee shall have the right, within a reasonable period of time, to inspect material that is a part of the official personnel file. Such materials subject to inspection shall include, if available:
- a. Employment application forms
  - b. High school and college grades
  - c. W-4 forms
  - d. Non-confidential memos, correspondence and recommendations
  - e. Absence forms
  - f. Any performance evaluations

#### **ARTICLE XXIII - SEVERANCE AND EARLY RETIREMENT BENEFITS**

- 23.01 Payable Upon Retirement or Disability. An employee who terminates employment with the District due to retirement or total disability shall be entitled to receive a severance benefit equal to their number of accumulated sick days times five dollars (\$5.00), provided that said employee has been employed by the District for at least five (5) years plus an additional thirty dollars (\$30.00) for each year of service in excess of fifteen (15) years, upon termination for one of the reasons set forth above.
- 23.02 Payable Upon Death. In the event of the death of an employee, the severance benefit shall be paid to said employee's estate, based upon the service requirement set forth in Section 23.01 above.
- 23.03 Beginning July 1, 2002, early retirement benefits shall be available to 12 and 10 month employees with at least ten years of full time service in this unit (120 months worked for 10 month employees) and have achieved the age of fifty-seven (57) and who retire from their regular, full time duties. The number of eligible employees shall be limited to three (3) in the first year of the Agreement, three (3) in the second year of the Agreement, and three (3) in the third year of the Agreement. In the event more than that apply for early retirement, determination shall be made adding age and years of service. Those employees who retire early under this provision, shall be eligible to remain in the health insurance group and have up to three (3) years of district paid health insurance if approved for early retirement (board to pay 11/12 for ten (10) month employees /the July premium is to be paid to the district in advance), but such coverage will only continue until the employee becomes eligible for Medicare. (Continued board paid coverage under this section would commence with the date of early retirement, Delayed board paid coverage is not allowed.) Applications must be made by March 1 for the subsequent contract year. (The contract year runs from July 1<sup>st</sup> through June 30<sup>th</sup>.) Example: an application made by March 1, 2005, shall allow an eligible employee to receive this benefit anytime from July 1, 2005 through June 30, 2006.

An additional two (2) years of health insurance will be paid by the board fixed at the same premium, as the third year of retirement. If there is an additional amount due the retiree will pay that amount to the District by July 1<sup>st</sup> of each successive year, or at the employee's option, quarterly. If the retiree becomes eligible for Medicare in this two (2) year time period, the District will terminate payments at that time.

- 23.04 If the three (3) employees who have been approved for early retirement do not use the early retirement benefit by March 1 of the contract year for which he/she has been approved, the benefit shall be passed to the next approved employee under Section 23.03 who has requested the early retirement benefit package.

This process will continue until all approved employees (up to the allotted three (3) employees) under Section 23.03 for the early retirement benefit package have been allowed to retire.

- 23.05 Employees who retire on or after January 1, 2012 shall be responsible for the same premium share in existence at the time the employee commences early retirement.

#### **ARTICLE XXIV - GRIEVANCE PROCEDURE**

- 24.01 **Definition and Procedure.** A grievance shall be defined as an alleged violation of a specific article or section of this Agreement. A day shall be defined as a regular working day. Such grievances between the Employer and the employee (or employees) or the Employer and the Union shall be handled as follows:

STEP 1: The aggrieved employee, the Union Committee and/or the Union representatives shall present the grievance to the immediate supervisor or building principal within thirty (30) calendar days of the occurrence of the grievance. A meeting shall be held within five (5) working days of the receipt of the written request from either party.

STEP 2: If a satisfactory settlement is not reached as outlined in Step 1, the matter may be appealed to the superintendent of schools or his/her designee. Such appeal shall be made within ten (10) working days and the superintendent shall extend a response in writing within ten (10) working days.

STEP 3: If a satisfactory settlement is not reached as outlined in Step 2, either party may request in writing within fifteen (15) working days of the response in Step 2 that the matter be submitted to a grievance mediator who will be a member of the staff of the Wisconsin Employment Relations Commission. The parties shall attempt to designate a specific member of the staff to serve as grievance mediator for all grievances occurring during the term of the Agreement. The WERC grievance mediator will hold an informal mediation session of any dispute at this Step and attempt to mediate a resolution of the grievance and make an ad hoc fact finder's recommendation for resolving the grievance in writing within ten (10) working days of the mediation meeting. The parties shall have ten (10) working days of receipt of the written recommendation to accept or reject the grievance mediator's written recommendation, and the same shall be considered final and binding unless one or both parties appeal to Step 4.

STEP 4: If satisfactory settlement is not reached as outlined in Step 3, either party may request that the matter be submitted to arbitration. Such requests shall occur within fifteen (15) working days of the last date for a response in Step 3, above. Within five (5) working days of being notified of the request to proceed to arbitration, the parties shall use their best efforts to select a mutually agreeable arbitrator from the staff of the Wisconsin Employment Relations Commission. If Agreement cannot be reached within five (5) working days, the moving party shall promptly request that the arbitrator shall be appointed by the Wisconsin Employment Relations Commission from its staff. The arbitrator shall not be the same staff member who acted as Grievance Mediator in Step 3. The arbitrator shall make a decision which shall be final and binding on the parties.

- 24.02 **Time Limits.** The time limits mentioned in Section 24.01 above may be extended by mutual consent of parties involved. In the event that the grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided to pursue the grievance to all levels of appeals due to summer vacation, then said grievance shall be resolved in the new school term in September under the terms of the Agreement in effect at the time the grievance was initiated.

- 24.03 **Costs.** The cost of the arbitrator and any other expenses shall be shared equally by the employer and the union.

- 24.04 **Grievance Mediation.** In the event that Step 3 in Section 24.01 is not available, then the parties agree to examine other options in order to facilitate a resolution of grievances prior to the arbitration stage.

- 24.05 **Complaints.** Nothing in this Article shall result in precluding any employee from presenting legitimate concerns regarding working conditions not covered by this Agreement. In the event of such a complaint,

the employee shall have recourse to the grievance procedure through Step 2. In those cases where the Executive Director of Business Services is involved at Step 1 as the Business Office Department Head, the Executive Director of Human Resources shall consider the appeal at Step 2.

#### **ARTICLE XXV - SEPARABILITY**

- 25.01 Separability. Should any provision of this Agreement be found to be in violation of any law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.
- 25.02 Negotiations. The parties shall immediately confer and negotiate following such decision to find a satisfactory solution to the issue in violation of the law.

#### **ARTICLE XXVI - NONDISCRIMINATION**

- 26.01 The parties hereto agree that there shall be no discrimination with respect to any employee because of age, sex, race, creed, color, or national origin. Complaints pursuant to this paragraph should be processed through the appropriate state or federal forum and will not be subject to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE XXVII - SAFETY COMMITTEE**

- 27.01 Committee. A Safety Committee shall be established and a mutually agreed upon number of representatives of the Union shall serve on said committee.
- 27.02 Function. The Safety Committee shall meet periodically to review and report on the safety of equipment, facilities, and working conditions. It shall be the responsibility of the Safety Committee to make recommendations through the administration to the Board of Education for action necessary to promote safe working conditions.

#### **ARTICLE XXVIII - ENTIRE AGREEMENT**

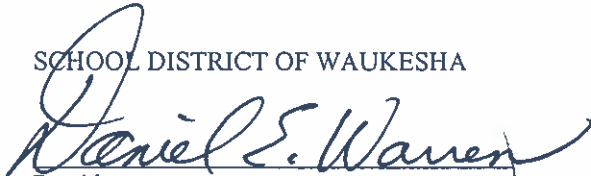
- 28.01 Entire Agreement. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment of Agreement supplemental hereto shall not be binding upon either party unless executed in writing and signed by both parties.
- 28.02 No Negotiations During Term. The parties further acknowledge that during negotiations which resulted in this Agreement, the parties had the opportunity to present proposals and that they agree that negotiations will not be reopened on any item whether contained herein or not, except as may be provided by other sections of this Agreement.

**ARTICLE XXIX - TERMINATION OR AMENDMENT OF AGREEMENT**

- 29.01 Reopening Date. Either party may terminate or request amendment to this Agreement at 11:59 p.m. on June 30, 2013 by notifying the other party in writing at least seventy-five (75) days prior to June 30, 2013. The written notification will contain the negotiation demands of the reopening party. Within forty-five (45) days after receipt of such notice, the two parties shall commence collective bargaining in respect to a new Agreement or amendment to the existing Agreement.
- 29.02 Limitation. If no such notice of termination or amendment is given, this Agreement shall automatically continue in full force and effect after the above time and date, until terminated by seventy-five (75) days written notice by either party.
- 29.03 Duration. This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect up to and including June 30, 2013.

Signed this 26 day of October, 2010.



SCHOOL DISTRICT OF WAUKESHA

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Clerk

SCHOOL DISTRICT OF WAUKESHA  
EMPLOYEES UNION, LOCAL 2485  
AFSCME, AFL-CIO

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
Chairman, Bargaining Committee

  
\_\_\_\_\_  
Representative, District Council #40  
AFSCME, AFL-CIO

APPENDIX A

**CLERICAL MONTHLY SALARY SCHEDULE  
MONTHLY RATES and DAILY RATES**

July 1, 2010 - December 31, 2010

Range	Time	Step 1	Step 2	Step 3	Step 4	Step 5
III	Monthly	2,572.00	2,681.00	2,784.00	2,971.00	3,045.00
	Daily	118.71	123.74	128.49	137.12	140.54
IV	Monthly	2,642.00	2,763.00	2,885.00	3,086.00	3,164.00
	Daily	121.94	127.52	133.15	142.43	146.03
V	Monthly	2,766.00	2,911.00	3,050.00	3,283.00	3,366.00
	Daily	127.66	134.35	140.77	151.52	155.35
VI	Monthly	2,957.00	3,107.00	3,242.00	3,481.00	3,570.00
	Daily	136.48	143.40	149.63	160.66	164.77
VI - A	Monthly	3,029.00	3,177.00	3,311.00	3,552.00	3,642.00
	Daily	139.80	146.63	152.82	163.94	168.09

**Wage Increase:** 0.00%

1. Anniversary Date Increases. During the Agreement, employees shall receive their anniversary date increases according to the above schedules. Anniversary date increases shall become effective on the first day of the pay period immediately following the anniversary of the employee's date of hire.
2. New Employees. Employees hired after the effective date of this Agreement shall start at Step I or up to and including the three year level if in the judgment of the Personnel Office the new employee's previous experience warrants the higher starting salary. Seniority for new employees starting at a higher than level at Step I will begin with the first full month of employment, and the higher starting salary will have no effect on seniority as regards to vacation, longevity, layoff and recall, or any other area affected by seniority.

**CLERICAL MONTHLY SALARY SCHEDULE  
MONTHLY RATES and DAILY RATES**

**January 1, 2011 - June 30, 2011**

<b>Range</b>	<b>Time</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
III	Monthly	2,604.00	2,714.00	2,818.00	3,008.00	3,083.00
	Daily	120.18	125.26	130.06	138.83	142.29
IV	Monthly	2,675.00	2,797.00	2,921.00	3,124.00	3,203.00
	Daily	123.46	129.09	134.82	144.18	147.83
V	Monthly	2,800.00	2,947.00	3,088.00	3,324.00	3,408.00
	Daily	129.23	136.02	142.52	153.42	157.29
VI	Monthly	2,993.00	3,145.00	3,282.00	3,524.00	3,614.00
	Daily	138.14	145.15	151.48	162.65	166.80
VI - A	Monthly	3,066.00	3,216.00	3,352.00	3,596.00	3,687.00
	Daily	141.51	148.43	154.71	165.97	170.17

**Wage Increase:** 1.25%

**July 1, 2011 - December 31, 2011**

<b>Range</b>	<b>Time</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
III	Monthly	2,617.00	2,727.00	2,832.00	3,023.00	3,098.00
	Daily	120.78	125.86	130.71	139.52	142.98
IV	Monthly	2,688.00	2,810.00	2,935.00	3,139.00	3,219.00
	Daily	124.06	129.69	135.46	144.88	148.57
V	Monthly	2,814.00	2,961.00	3,103.00	3,340.00	3,425.00
	Daily	129.88	136.66	143.22	154.15	158.08
VI	Monthly	3,007.00	3,160.00	3,298.00	3,541.00	3,632.00
	Daily	138.78	145.85	152.22	163.43	167.63
VI - A	Monthly	3,081.00	3,232.00	3,368.00	3,613.00	3,705.00
	Daily	142.20	149.17	155.45	166.75	171.00

**Wage Increase:** 0.50%

**CLERICAL MONTHLY SALARY SCHEDULE  
MONTHLY RATES and DAILY RATES**

**January 1, 2012 - June 30, 2012**

<b>Range</b>	<b>Time</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
III	Monthly Daily	2,656.00 122.58	2,767.00 127.71	2,874.00 132.65	3,068.00 141.60	3,144.00 145.11
IV	Monthly Daily	2,728.00 125.91	2,852.00 131.63	2,979.00 137.49	3,186.00 147.05	3,267.00 150.78
V	Monthly Daily	2,856.00 131.82	3,005.00 138.69	3,149.00 145.34	3,390.00 156.46	3,476.00 160.43
VI	Monthly Daily	3,052.00 140.86	3,207.00 148.02	3,347.00 154.48	3,594.00 165.88	3,686.00 170.12
VI - A	Monthly Daily	3,127.00 144.32	3,280.00 151.38	3,418.00 157.75	3,667.00 169.25	3,760.00 173.54

**Wage Increase:** 1.50%

**July 1, 2012 - December 31, 2012**

<b>Range</b>	<b>Time</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
III	Monthly Daily	2,669.00 123.18	2,780.00 128.31	2,888.00 133.29	3,083.00 142.29	3,159.00 145.80
IV	Monthly Daily	2,741.00 126.51	2,866.00 132.28	2,993.00 138.14	3,201.00 147.74	3,283.00 151.52
V	Monthly Daily	2,870.00 132.46	3,020.00 139.38	3,164.00 146.03	3,406.00 157.20	3,493.00 161.22
VI	Monthly Daily	3,067.00 141.55	3,223.00 148.75	3,363.00 155.22	3,611.00 166.66	3,704.00 170.95
VI - A	Monthly Daily	3,142.00 145.02	3,296.00 152.12	3,435.00 158.54	3,685.00 170.08	3,778.00 174.37

**Wage Increase:** 0.50%

**CLERICAL MONTHLY SALARY SCHEDULE  
MONTHLY RATES and DAILY RATES**

**January 1, 2013 - June 30, 2013**

<b>Range</b>	<b>Time</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
III	Monthly Daily	2,709.00 125.03	2,821.00 130.20	2,931.00 135.28	3,129.00 144.42	3,206.00 147.97
IV	Monthly Daily	2,782.00 128.40	2,908.00 134.22	3,037.00 140.17	3,249.00 149.95	3,332.00 153.78
V	Monthly Daily	2,913.00 134.45	3,065.00 141.46	3,211.00 148.20	3,457.00 159.55	3,545.00 163.62
VI	Monthly Daily	3,113.00 143.68	3,271.00 150.97	3,413.00 157.52	3,665.00 169.15	3,759.00 173.49
VI - A	Monthly Daily	3,189.00 147.18	3,345.00 154.38	3,486.00 160.89	3,740.00 172.62	3,834.00 176.95

**Wage Increase:** 1.50%

## APPENDIX B

### CLASSIFICATION WITHIN PAY RANGES

#### RANGE III

Health Room/Clerical  
Part-time Elementary Secretary

#### RANGE IV

High School Assistant Principal Secretary  
Middle School Assistant Principal/Attendance Secretary  
Media Services Secretary  
Curriculum Coordinator Secretary  
Department Chair Secretary  
Guidance Office Secretary  
Media Center Secretary  
Secondary Student Services Secretary  
Student Activities Secretary

#### RANGE V

Elementary Principal Secretary  
Business Office Secretary /Human Resource Secretary  
Chapter 1 Secretary  
Service Building Secretary  
Student Services Office Secretary  
Payroll Office Clerk  
High School Principal's Secretary  
Middle School Principal's Secretary  
Public Information Secretary

#### RANGE VI

Assistant Accountant  
Human Resources Secretary  
Transportation Office Secretary  
Insurance/Payroll Clerk

#### RANGE VIA

Computer Information Systems Department Secretary

**APPENDIX C**  
(Side Agreement)

**OPTION PLAN**

Employees eligible for health insurance coverage shall be eligible to participate in the alternative benefit plan. All employees who utilize this option will be provided with the Insurance Option Plan consisting of a Tax Sheltered Annuity. Employees that choose this plan shall have the right to re-enter the health plan with no evidence of insurability under the following conditions:

- death of a spouse and/or
- divorce or remarriage, or
- retirement, or
- when the spouse has medical coverage terminated.

No employee shall be enrolled in the option plan and the health plan simultaneously.

An open enrollment period wherein all employees could again be insured under the new plan without proof of insurability shall first be held. Employees who elect this option plan shall receive a contribution of \$285.60 per month.

Clerical employees who are eligible to be covered by the District's health insurance plan through another person employed by the School District of Waukesha, the Clerical employee(s) shall not access the Option Plan in lieu of health insurance.

Increase the current \$285.60 by:

- 1.25% on 01/01/2011
- .5% on 07/01/2011
- 1.5% on 01/01/2012
- .5% on 07/01/2012
- 1.5% on 01/01/2013

**APPENDIX D**

Healthroom / Clericals working 7 or more hours will receive the following benefits:

- Ten months of board paid disability insurance, September through June. Employees participating are responsible for paying the premiums for July and August.
- Ten months of board paid life insurance, September through June. Employees participating are responsible for paying the premiums for July and August.
- Four board paid holidays per year: Labor Day, Thanksgiving, Good Friday and Memorial Day
- Board paid sick leave. Healthroom / clerical assistants can accrue one day per month (equivalent days, e.g. seven (7) hours if working seven (7) hours), September through May or nine (9) days per year. (Maximum accumulation 90 days.)
- Pro-rated benefits continue to be administered for the health clericals that are 4 hours or more.

# Appendix E



**Date These Benefits Become Effective:** 02/01/2010

**Benefit Period:** July through June

**Maximum Aggregate Benefit Per Covered Individual:** Unlimited

**Maximum Out of Pocket Limit (The Benefits that apply towards this limit are indicated below):**

**Network:** \$240 Individual; \$480 Family **Non-Network:** \$1,750 Individual; \$3,500 Family

Section 1			
<i>All Covered Health Care Services Except Those Listed In Section 2</i>			
Services Received From	Deductible You Pay	Coinsurance You Pay	
<b>Network</b>	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	
<b>Non-Network</b>	\$500 Individual \$1000 Family (Applied to Max Out of Pocket)	20% (Applies to Max Out of Pocket)	
Section 2			
<i>Exceptions To The Reimbursement Information In Section 1 Above</i>			
Type of Service/Provider	Deductible You Pay	Coinsurance You Pay	Your CoPayment
<b>Office Visit (Network)</b>	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$0
<b>Office Visit (Non-Network)</b>	\$500 Individual \$1,000 Family (Applied to Max Out of Pocket)	20% (Applied to Max Out of Pocket)	\$0
<b>Urgent Care (Network)</b>	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$10
<b>Urgent Care (Non-Network)</b>	\$500 Individual \$1,000 Family (Applied to Max Out of Pocket)	20% (Applied to Max Out of Pocket)	\$0
<b>Emergency Room (Network)</b>	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$50
<b>Emergency Room (Non-Network)</b>	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$50
<b>Prescription Drugs (per prescription)</b>	N/A	N/A	\$5 Tier One \$15 Tier Two \$30 Tier Three

**Note:** These copayments do not apply to the out of pocket maximum.

**This benefit summary is intended as a review of the basic benefits offered by the District through UnitedHealthcare.**

**It is not the source of a complete description of coverage. Please refer to the certificate of coverage for detailed information. Visit UnitedHealthcare on the web: [www.uhc.com](http://www.uhc.com) to find a doctor or healthcare facility.**

