

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**

MAINTENANCE & CUSTODIAL EMPLOYEES

Effective: July 1, 2010

Expires: June 30, 2013

10.13.2010

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AGREEMENT

This Agreement is made and entered into and to be effective July 1, 2007 by and between the School District of Waukesha, hereinafter referred to as the "Employer", and the School District of Waukesha 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 force and the direction of the working forces, including the right to hire, promote, demote or discipline, 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. Effective February 1, 1984, the District shall have the right to subcontract second shift cleaning at Butler Middle School for the term of the labor Agreement. The employees laid off as a result of this section shall be subject to the layoff and recall provision of the contract.
- 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 recognizes the Union as the exclusive bargaining agent for all regular full-time forty (40) hour per week custodial and maintenance employees of the School District of Waukesha, Waukesha, Wisconsin; excluding the department head and all other employees, for the purpose of negotiations on all matters concerning wages, hours, and other conditions of employment, as certified on July 25, 1968, pursuant to an election conducted by the Wisconsin Employment Relations Commission on July 17, 1968.

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.** A member of the Union who is called upon to serve as a delegate or representative of the Union for conventions, conferences, or in an elected capacity shall be granted leave time necessary. Convention or conference delegates shall be allowed leave without pay, not to exceed four (4) days per event, and limited to five (5) delegates.

ARTICLE IV - MODIFIED FAIR SHARE AGREEMENT

- 4.01 **Payroll Deduction.** The Employer agrees that it will deduct monthly union dues equally over the first two paychecks of each month, a sum, certified to the Employer by the Treasurer of Local 2485 as the uniform dues required of all members, from the pay of all employees in the bargaining unit who were members of the Union on the effective date of this Agreement and all employees who become members of the Union after the effective date of this Agreement beginning on the month following completion of the probationary period.
- 4.02 **Administration.** The aggregate amount so deducted shall be submitted to the Treasurer of Local 2485 or his/her designee, along with an itemized statement of the employees from who 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 the change.
- 4.03 **Inadvertence or Error .** If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the Treasurer of the Union or his/her designee.
- 4.04 **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.
- 4.05 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.

ARTICLE V - DEFINITION OF EMPLOYEES

- 5.01 **Regular Employee.** A regular employee is hereby defined as a person hired to fill a regular full-time position.
- 5.02 **Temporary Employee.** A temporary employee is one who is hired for a specific period of time (not to exceed one hundred twenty (120) days), or to fill-in for a leave of absence of a bargaining unit member. The parties agree that there will be a separation from the payroll for a minimum of fifteen (15) calendar days between temporary and seasonal employment. The District agrees not to hire people to work as temporary employees and subsequently as seasonal employees, or to work as seasonal employees and subsequently as temporary employees, without such fifteen (15) calendar day complete separation from employment. Temporary employees are not covered by the terms and conditions set forth in this Agreement. The Union Secretary shall be notified of the start of each temporary employee.
- 5.03 **Seasonal Employee.** A seasonal employee is one who is on the payroll from April 1st through November 15th, or during the Thanksgiving, winter, and spring break periods. (The intent of adding the break periods to this section is to permit seasonal employees to paint and perform other general activities during these time periods.)

ARTICLE VI - PROBATIONARY PERIOD

- 6.01 **Length of Probation.** All newly hired employees shall be considered probationary for the first one hundred eighty (180) days of employment. Where termination under the provisions of 6.02 is being considered, the Executive Director of Business Services may offer an extension of the probationary period for an additional thirty (30) calendar days, which offer of extension is subject to the employee's consent. In the event that the probationary period is extended, the employee shall receive the initial salary increase at the end of the extended probationary period. All other salary increases shall be based upon his/her 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.

ARTICLE VII - WORK DAY AND WORK WEEK

- 7.01 Daily and Weekly Hours. The guaranteed work week shall be forty (40) hours. The work day shall be eight (8) consecutive hours, with one-half (1/2) hour unpaid lunch break, except as follows:

- a. Maintenance employees shall work a forty (40) hour week Monday through Friday. Emergency work may be scheduled outside of the regular work week when in the judgment of the Facilities Director, or designee, such work is necessary. Employees performing such emergency work shall be paid at the applicable overtime rate for all such hours worked. The assignment of emergency work shall be rotated as equally as possible among maintenance employees, and employees shall be given as much advance notice as possible when required to perform emergency work.

- 7.02 Work Shifts. Work shifts shall be schedules as follows:

- a. DAY SHIFT: A normal day shift shall consist of eight (8) hours with a one-half (1/2) hour unpaid lunch period. The normal day shift shall begin between 6:00 a.m. - 8:00 a.m. as determined by the Executive Director of Business Services, or designee, at the beginning of each semester. During the school's summer vacation period, all of the personnel assigned to the day shift (except one) may work from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour lunch period. The one (1) employee who is required to work until 4:00 p.m. shall have his/her choice as to starting time (7:00 or 7:30 a.m.) and length of lunch period (one-half (1/2) hour or one (1) hour).
- b. LUNCH ROOM SHIFT: Employees assigned to the lunch room shift shall normally work from 9:30 a.m. to 6:00 p.m. with a one-half (1/2) hour lunch period when convenient. Employees working the lunch room shift may have their hours changed to the first shift as necessary. It is understood, however, that such changes will be made with allowance for regularity in the employees schedule and with adequate prior notice. It is further understood that during periods when school is not in session, said employees shall work the same hours as other day shift employees.
- c. SECOND SHIFT: The normal hours of the second shift shall begin between 2:00 p.m. - 4:00 p.m. with a one-half (1/2) hour lunch period, as determined by the Executive Director of Business Services, or designee, at the beginning of each school semester. At the beginning of the semester, the Union President shall be notified of employee start times.
- d. THIRD SHIFT: A third shift may be established at North, South, West, Horning, Butler, and Central Campuses. The hours of the third shift shall begin between 9:30 p.m. - 11:30 p.m. with a one-half (1/2) hour lunch period when convenient. (Only one change per semester.)
- e. SHIFT CHANGES: For shift changes during student contact days, the parties agree that the Union President will be notified when an employee and the employer agree to a shift change. The notice will include general reason for such change and the length of time for the change. The Union agrees to accept personal reasons which may not be further divulged.

If a shift change is longer than a week (five working days), the change must be approved by the Executive Director of Human Resources. Shift changes are not intended to be used to circumvent seniority and shall not exceed sixty (60) calendar days, with the exception of approved leaves.

- f. ABSENT TIME ACCOMMODATION: An employee may request an absent time accommodation whereby he/she is allowed to be absent for up to 4 hours of the normal work shift and be allowed to make up such absent hours on the same day. The parties must mutually agree to such accommodations and the District shall further notify the Union President.

The needs of the District shall be considered by the District in granting such a request.

Said requests shall not exceed three (3) total requests per school year, per employee.

- g. EARLY RELEASE DAYS: Employee shall have the option of starting one hour early on early release days as long as coverage can be maintained at the site the same as on normal student contact days and with the approval of the Facilities Director or his/her designee.
- 7.03 Preparation of Work Schedules. The Facilities Director, or designee, shall be responsible for the preparation of work schedules in accordance with Paragraph 8.01 below and informing the employees of their respective hours of work.
- 7.04 Break Period. A fifteen (15) minute break period is to be granted each day during the first half of the shift.
- 7.05 Clean-up Time. A ten (10) minute clean-up period shall be allowed before lunch time and before end of shift.
- 7.06 Third Shift. Third shift employees shall not be required to switch shifts when such a switch results in working two consecutive shifts.
- 7.07 Lunch Hour. The Building Principal and/or Facilities Director, or designee, may establish the employee's lunch hour to provide for a one-half (1/2) hour or one (1) hour lunch period as building needs might require. Consideration will be given regarding the employee's wishes regarding the lunch hour length whenever possible.
- 7.08 Work Day, Work Week: The District is authorized to offer an optional flexible work schedule for summer hours such as: a four (4), ten (10) hour day (not including Saturday or Sunday), and/or alternate start times. If the flexible work hours exceed eight (8) hours per day, no overtime will be paid unless the hours exceed forty (40) hours per week.
- 7.09 NOTICE OF INSERVICE TRAINING: The District agrees to give employees two (2) weeks of notice of inservice training programs, where practicable.

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 outside of the employee's regular shift of hours and for time worked on Saturdays.
- 8.02 Time Worked on a Holiday. Any scheduled or unscheduled work performed on a holiday (excluding regularly scheduled Building Checks provided for in Article X of this Agreement) 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.
- 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 Division of Overtime. Overtime shall be divided as equally as possible among the employees in any particular building work group. (A building group is the place of an employee's normal check distribution point).
- 8.05 Minimum Schedule - Saturdays. Any Saturday scheduled work will be paid for a minimum of two (2) hours at time and one-half (1-1/2).
- 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 employees may be specifically engaged for or in.

ARTICLE IX - CALL-IN TIME

- 9.01 Two (2) Hour Minimum. Employees who shall be called in to work on other than a regularly scheduled time shall be entitled to at least two (2) hours work, or pay, therefore, at time and one-half (1-1/2) regardless of the length of time less than two (2) hours which they may have worked. If such call in occurs on a Sunday or a

holiday, employees shall be compensated at the rate of two (2) times their regular rate of pay. Employees so called in may be required to work the full two (2) hours.

- 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.
- 9.03 Compensatory Time. If the employee desires compensatory time off rather than pay for those hours mentioned in Section 9.01 and 9.02 above, such compensatory time off shall be taken at the rate of one and one-half (1-1/2) hours off (or in the case of hours worked on a Sunday or holiday, two (2) hours off) for each hour worked. Compensatory time off shall normally be taken within the work week in which it is earned. Compensatory time off beyond this limit may be "banked" at the employee's discretion to a maximum limit of eighty (80) hours. Scheduling of compensatory time off taken shall be by mutual Agreement of the employee and his/her immediate supervisor. However, this section shall remain inoperable as long as the accrual of compensatory time outside of the pay period is prohibited by the Fair Labor Standards Act and all applicable rules and regulations thereunder.

ARTICLE X - BUILDING CHECKS

- 10.01 Who Performs Building Checks. Building checks will be performed by all Heads of Buildings, all Head Night Custodians, Night Custodians, Custodians, Substitutes and all other employees regularly assigned to a specific building or buildings whom the Facilities Director, or designee, determines are qualified to perform building checks.
- 10.02 Nature of Check. The building check will include a security check and a check of the heating plant and pool equipment.
- 10.03 Scheduling of Checks. The scheduling of building checks on a rotational basis among employees mentioned in 10.01 will be the responsibility of the Facilities Manager, or designee, and will cover a period of three (3) months. Heads of Building will be notified in advance of the three (3) month schedule and will insure proper implementation of the schedules.
- 10.04 General Schedule. The general schedule of weekend, vacation and convention period building checks will be as follows:
- a. March 15 - November 15: During the period beginning March 15th and ending November 15th, one (1) building check per weekend will be the normal schedule and will be performed on Sunday morning.
 - b. November 15 - March 15: During the period beginning November 15th and ending March 15th, two (2) building checks per weekend will be the normal schedule. One (1) check will be performed on Saturday and one (1) check will be performed on Sunday. Whenever overtime is required because of extra activities in a building, the Head of Building will assign building checks to coordinate with the overtime.
 - c. "AA" and "A" Building (Large buildings; ref. Appendix A). Building checks shall be rotated within each of these buildings among all employees regularly assigned to each of these buildings.
 - d. "B" and "C" Building (ref. Appendix A). Employees regularly assigned to "B" and "C" Buildings shall be pooled for purpose of establishing the building check rotation. The pooling will take into consideration the location of the buildings and each employee may be assigned to check several buildings.
- 10.05 Time Allowed: Building checks will normally be completed in one (1) hour. If unforeseen circumstances require additional time for the check, the employee will be paid for actual hours worked. In the event of an emergency, the employee will immediately notify his/her Head of Building and/or the Facilities Director, or designee. Employees required to check more than one (1) school in the regular rotation of building checks shall be paid a minimum of two (2) hours at the rate of time and one-half (1-1/2).

- 10.06 Departures From Normal. This Article is intended to cover the majority of situations involved with building checks. Departures from the normal will be made by the Facilities Director, or designee, or the Executive Director of Business Services, if circumstances warrant. In the event that neither of the above can be contacted, the Head of Building may authorize said departure, subject to the subsequent approval of the Facilities Director, or designee.
- 10.07 Intention. It is the intention of the parties to equalize building check assignments among affected qualified employees insofar as it is practical to do so. Any contemplated changes will be first discussed with the Union.
- 10.08 Discontinuation. In the event that the Board discontinues the building checks in one or more of the Buildings being operated by the District, the Union shall be provided the opportunity to bargain the impact, if any of that discontinuation.

ARTICLE XI - WAGES

- 11.01 Job Classifications and Wage Rates. The classification and salary plan shall be made a part of this Agreement, and is attached hereto as Appendix A. Said Appendix shall be effective as specified in individual progression schedules within Appendix A.
- 11.02 Pay Period. Payment of salaries for regular payroll shall be made in twenty-six (26) equal payments. The pay dates, based on the start of the fiscal year (July 1, 1992), are biweekly and the pay days shall 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.
- 11.03 Longevity Pay. In addition to the rates of pay set forth in Appendix A, employees shall be entitled to receive longevity pay based on their anniversary dates of employment in accordance with the following schedule:
- After 5 years of employment - \$10.00 per month;
After 10 years of employment - \$15.00 per month;
After 15 years of employment - \$20.00 per month;
After 20 years of employment - \$25.00 per month.
- 11.04 Shift Differentials. Second shift employees shall be paid a shift differential in the amount of forty dollars (\$40.00) per month. Third shift employees shall be paid a shift differential in the amount of fifty dollars (\$50.00) per month.

ARTICLE XII - INSURANCE AND RETIREMENT

- 12.01 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 D.

Beginning with the 2003-04 school year, employees participating in the health insurance coverage, 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 12.11) 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%).

Change in Carriers. The Employer may change health insurance carriers provided that there is no reduction in the present level of benefits or services, and further provided that the Union shall be notified in advance of any contemplated change and permitted to present its views.

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

Beginning July 1, 2006 the lifetime maximum will change from \$1 million to \$2 million.

- 12.02 Family Plan Coverage. The Employer shall pay for the family plan subject to the limit stated in 12.01 for all employees consistent with the rules imposed by the insurance carrier.
- 12.03 Employees Restricted to Part-time Status. If an employee is restricted to part-time employment of at least twenty (20) hours per week by a physician's order and is continued in employment by the District, he/she shall qualify for the premium payment specified in Section 12.01.
- 12.04 Coverage for Retirees. An employee who retires at age sixty (60) or older and who has been employed for five (5) or more years may continue to carry coverage as part of the group by paying the premiums for the full year by September 15.
- a. Quarterly Payment Option. Employees may elect to pay the premiums on a quarterly basis. Quarterly premiums must be paid by September 15, December 15, March 15, and June 15 or 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.
- 12.05 Option Plan: In lieu of health insurance, Maintenance and Custodial employees may participate in the District's Option Plan that includes a tax sheltered annuity. The total contribution is limited to the cost of a single premium Health Insurance Plan. When the Maintenance and Custodial employee is eligible to be covered by the District's health insurance plan through another person employed by the School District of Waukesha, the Maintenance and Custodial employee(s) shall not access the Option Plan in lieu of health insurance.
- 12.06 Premium Continuation. The Employer will continue to pay the premium for any employee who has exhausted his/her sick leave credits and is on a leave of absence under Section 15.07 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 his/her own expense for the duration of the leave, and must make the premium payments to the Business Office in advance.
- 12.07 Life Insurance. Group Term Life Insurance coverage in an amount equivalent to two hundred percent (200%) of the employee's annual income shall be provided for each employee. The Employer shall pay the full premium of such insurance.
- 12.08 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 an 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.
- 12.09 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.
- 12.10 Long Term Disability Insurance. Effective February 1, 1982, long term disability insurance shall be provided for each employee. The entire premium for such coverage shall be paid by the Employer. Upon eligibility, an employee shall receive 90% of his/her salary.
- 12.11 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 healthy 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 XIII - HOLIDAYS

- 13.01 Days Granted. All employees shall be granted ten (10) paid holidays each year as follows:
1. New Years Day
 2. Good Friday (Floating Holiday)
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Thanksgiving Day
 7. The Day after Thanksgiving
 8. The Day before Christmas
 9. Christmas Day
 10. The Day before New Years
- 13.02 Holidays Falling on Weekends. If any of the above named holidays falls on a Saturday, the preceding Friday will be observed as the holiday. If any of the above named holidays falls on a Sunday, the following Monday shall be observed as the holiday.
- 13.03 Special Provision-December 24 and December 31. If December 24th and December 31st fall on either a Friday or on a Sunday, the last preceding work day shall be observed as the holiday.
- 13.04 School in Session. In the event that school is in session on a day to be observed as a holiday, employees shall work at their straight time rate, and shall receive a compensatory day off as arranged by the administration.
- 13.05 Building Checks. In the event that both a Thursday and a Friday are consecutive holidays under this Article, building checks as necessary will be assigned by the Facilities Director, or designee, according to the provisions of Article X.
- 13.06 Good Friday Holiday. The Good Friday holiday can be used as a floating holiday as long as the day is not exchanged for a student contact day. Employees will have the option of working this holiday in exchange for a day to be arranged under the vacation selection process of 14.04 and 14.06 and with the added stipulation that the day exchanged is not a normal day when students are present.

ARTICLE XIV - VACATIONS

- 14.01 Vacation Entitlement. Vacations shall be granted to employees based upon their length of continuous service as follows:
- 1 year of employment - 80 hours paid vacation
 - 5 years of employment - 120 hours paid vacation
 - 10 years of employment - 160 hours paid vacation
 - 20 years of employment - 200 hours paid vacation
- 14.02 First Year Eligibility. Vacation eligibility during the first year of employment shall be determined as follows:
- a. Employees starting after May 1 will receive no vacation in the current calendar year;
 - b. Employees starting between May 1 and August 31 will qualify for full vacation the following year;
 - c. 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.
- 14.03 Posting. The Employer will post vacation schedules.
- 14.04 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.
- 14.05 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.
- 14.06 Scheduling of Vacations. Employees will normally take at least two (2) weeks of their earned vacation during the summer months as scheduled in accordance with this Article. An additional week may be taken on non-contact days during the school year. Employees may request to take such vacation during times other than the normal summer period, but the granting of such requests shall be at the discretion of the Administration. Employees who by reason of their length of service are entitled to more than three (3) weeks of vacation may take such additional vacation at other times of the year, subject to the approval of the Administration.
- 14.07 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.
- 14.08 Length of Service. The length of continuous service of an employee is based on Article XX of this Agreement. An employee will not be eligible for his/her third (3rd) week of vacation, or additional vacation time, until after his/her anniversary date, at which time he/she may take the additional vacation time earned.

14.09 Payment upon Retirement. If an employee retires, he/she shall receive vacation pay according to the following table:

<u>Eligible 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

14.10 Payment upon Termination. If an employee terminates his/her employment for any reason during the year, other than retiring, he/she shall receive prorated vacation pay.

14.11 Perfect Attendance (defined as non use of sick leave). One day of vacation time if an employee has perfect attendance for a calendar year. The selection of this day will be allowed under Section 14.04 and 14.06.

ARTICLE XV - SICK LEAVE

15.01 Accumulation. All employees covered by this Agreement shall accrue sick leave at the rate of one (1) day of sick leave for each calendar month of service up to a maximum of one-hundred thirty (130) days. Employees shall be credited with all sick leave accrued prior to the effective date of this Agreement. Effective July 1, 2002 all unused sick leave over 100 days shall be paid out for employees who have reached the age of fifty seven and retire from his or her full time duties.

15.02 No Advance Usage. Sick leave shall not be used until it has been accrued.

15.03 Purposes. Each employee who has accrued sick leave credit shall be eligible for sick leave for any period of absence up to one-hundred and thirty (130) days, which is due to personal illness, personal injury, exposure to contagious disease or attendance upon members of the immediate family of the employee (defined as husband, wife, children or parents, or other persons living in the employee's household).

15.04 Holiday Falling During Sick Leave. In the event that a paid holiday falls within the week when an employee is on sick leave, such holiday will be charged as a paid holiday and not deducted from the employee's accrued sick leave.

15.05 Approved Leave. Previously accumulated sick leave shall not be terminated by absence on approved leave.

15.06 Lay-Off. Whenever an employee is laid off due to lack of work or funds, any accumulated sick leave shall continue in effect if he/she is rehired.

15.07 Medical Leave. An employee who is absent from employment due to personal illness or injury, beyond his/her paid sick leave accumulation, shall be granted an unpaid leave of absence, not to exceed one and one half (1 ½) years, until he/she 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.

- 15.08 Prior-Notification. To qualify for sick leave, an employee shall be required to notify the Facilities Director, or designee, or the Business Office of the pending absence prior to the start of his/her shift, except in the case of an emergency. In the event of multiple day absence, daily notification shall not be required as long as arrangements for the absence and to return to work are made.
- 15.09 Personal Leave Days. Employees shall be allowed two (2) personal leave days each year to conduct personal business. 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. Such personal leave days shall be noncumulative, and shall be deducted from the employee's sick leave accumulation. Employees shall give as much advance notice as possible prior to taking personal leave.

ARTICLE XVI - TIME OFF FOR FUNERALS

- 16.01 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.
- 16.02 Immediate Family. Immediate family is described as husband, wife, children, parents, brothers, sisters, and grandparents of the employee or his/her spouse, or any person living in the employee's household.
- 16.03 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.
- 16.04 Not Chargeable to Other Leave. Leave time granted under this Article shall not be charged to earned sick leave or vacation credits.
- 16.05 Additional Leave. If circumstances warrant time off in addition to that specified in Section 16.01 and 16.03 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 XVII - MILITARY LEAVE

- 17.01 Leave. Leave of absence without pay shall be automatically granted all full-time employees who are called or volunteer for military service.
- 17.02 Re-employment. The employee must make application for re-employment within ninety (90) days of discharge to be eligible for re-employment.
- 17.03 Difference in Pay - Reserve Duty. An employee who is a member of a United States military reserve and who may be called upon for reserve training shall be paid the differential between his/her military reserve base pay (not to exceed two (2) weeks) and his/her regular weekly forty (40) hours earnings.

ARTICLE XVIII - JURY DUTY - WITNESS SERVICE

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

ARTICLE XIX - LEAVE OF ABSENCE

- 19.01 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 leave 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.

- 19.02 Employer Determination. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence.
- 19.03 Restriction. No leave of absence shall be granted for the purpose of seeking other employment.
- 19.04 Other Leaves. In the event that employees take advantage of any statutory leave provisions, the amounts taken thereunder shall be offset against the unpaid leave provisions of this Agreement.

ARTICLE XX - SENIORITY

- 20.01 Policy. It shall be the policy of the Employer to recognize seniority.
- 20.02 Upon mutual ratification of these tentative Agreement terms, the Union relinquishes its status as the voluntarily-recognized exclusive representative of part-time custodial and maintenance employees of the District.
- 20.03 The District agrees that it will eliminate all use of part-time custodial and maintenance personnel before reducing the number of full time bargaining unit custodial employees below eighty- three (83) and before reducing the number of full time bargaining unit maintenance employees below sixteen (16). Additionally, part-time employees will not be assigned to work on Saturdays or Sundays unless full-time bargaining unit members in the building are also assigned or unavailable.
- 20.04 Seniority Date. The date an employee is employed or re-employed in a regular position will become his/her seniority date. The seniority date of an employee will be the date of his/her first full-time continuous employment or latest date of full-time re-employment as the case may be.
- 20.05 Computations. The seniority date will 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 20.03 above is that wage schedule credit will be given for previous employment with the Employer in placing a re-employed person on a wage step in wage schedule.
- 20.06 Continued Accumulation. The seniority of an employee shall continue to accumulate during periods of layoff, military leave, sick leave, and absence covered by Worker's Compensation.

ARTICLE XXI - PROMOTIONS

- 21.01 **Job Vacancies.** Whenever any vacancy occurs, which the Employer is going to fill, 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.
- a. **Posting Procedure.** A copy of each posting shall be mailed via the school mail to each employee in the bargaining unit. The Head of Building, or Acting Head of Building in his/her absence, shall be responsible for making certain that each employee under his/her direction is provided with a copy of each job posting. The Facilities Director, or designee, shall be responsible for the distribution of job postings to the Substitute Day Custodians and the Substitute Night Custodians. A copy of each job posting shall be forwarded to the President of Local 2485.
- b. **Posted Information Application.** The job posting shall set forth the job title, work location, shift, rate of pay, and a brief description of the job requirements and qualifications desired. A minimum of five (5) working days and a maximum of ten (10) working days will be allowed to permit interested employees to sign the job postings. Employees signing the job posting shall return it to the Facilities Director, or designee.
- 21.02 **Selection.** The respondent qualified employee with the most seniority shall be selected to fill any job vacancy. If during a period of ten (10) contact days, the selected employee fails to make satisfactory progress in the new job or he/she prefers to return to the position he/she previously held, he/she may do so prior to the expiration of said ten (10) contact days and all other affected employees shall likewise return to positions previously held.
- 21.03 **Qualifications.** The determination of qualifications for a position will be established by the Facilities Director, or designee. Employees responding to but not selected for a job opening shall be so notified in writing. The qualifications of an employee to meet the job requirements are subject to the grievance procedure.
- 21.04 **No Applicants.** If no regular employee makes application for the job opening, the position will be filled by the Executive Director of Business Services.
- 21.05 **Union Notification.** The Employer shall notify the President 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 of the Union.

ARTICLE XXII - LAYOFF AND RECALL

- 22.01 **Layoff and Position Elimination Procedure.** In the event that it becomes necessary to reduce the number of employees in the bargaining unit or a bargaining unit position is eliminated, the following procedure will be followed.
- a. The employee in the affected job classification will be allowed to replace any employee with less seniority with the Employer, provided they are qualified and capable of performing the work.
- b. This process would then continue until the least senior bargaining unit member is laid off.
- c. A specific date would be set for the movement of all affected employees by the District.
- d. All employees who move under this process cannot change or alter their selection
- e. The decision time referred to in Section 21.02 does not apply.
- 22.02 **Recall procedures.** The last employee laid off shall be the first re-called and placed in any open position which is at the same or lower job category, provided that the employee is capable and qualified to perform the work in the job that becomes available (If available and desires to return to work). This procedure shall apply until all employees on lay-off are recalled. If an open position occurs in a higher job category Article XXI shall apply until there is an open position at the same or lesser job category that the affected employee occupied at the time he/she was laid-off.

- 22.03 Temporary and Seasonal Employees. All temporary and/or seasonal employees shall be laid off prior to a regular full-time employee being laid off. This paragraph does not apply in the event that a bargaining position is eliminated and no bargaining unit member is laid off.

ARTICLE XXIII - TERMINATION REPORTS

- 23.01 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.
- 23.02 Distribution. One (1) copy shall be retained by the Employer, one (1) filed with the Union, and one (1) given to the terminated employee.
- 23.03 Disciplinary Actions-Union Copy. A copy of any formal disciplinary action involving an employee within the bargaining unit shall be forwarded to the President of Local 2485.

ARTICLE XXIV - SEVERANCE BENEFIT AND EARLY RETIREMENT

- 24.01 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 of one hundred and fifty dollars (\$150.00), provided that said employee has been employed by the District for at least five (5) years. An employee who has been employed by the District for ten (10) years or more shall be entitled to receive a severance benefit of three hundred and fifty dollars (\$350.00). An employee who has been employed by the District for fifteen (15) years or more shall be entitled to receive a severance benefit of four hundred and fifty dollars (\$450.00), 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.
- 24.02 Payable Upon Death. In the event of the death of an employee, the severance benefit shall be paid to his/her said employee's estate, based upon the service requirement set forth in Section 24.01 above.
- 24.03 Early retirement benefits shall be available to employees with at least ten years of full time service in this unit and are at least fifty-seven (57), who resign from their regular, full time duties. The number of eligible employees shall be limited to six (6) in the first year of the Agreement, six (6) in the second year of the Agreement, and six (6) 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, but in no event shall this benefit be paid past the age of Medicare eligibility. (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 1st through June 30th.)

An additional two (2) years of the same coverage will be paid by the Board fixed at the same premium, as the third year of retirement. If there is additional amount due, the retiree will pay that amount to the District by September 1st of each successive year. If the retiree becomes eligible for Medicare in this two (2) year time period, the District will terminate payments at that time.

- 24.04 If the six (6) 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 24.03 who has requested the early retirement benefit package. This process will continue until all approved employees (up to the allotted six (6) employees) under Section 24.03 for the early retirement benefit package have been allowed to retire.
- 24.05 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 XXV - GRIEVANCE PROCEDURE

25.01 Definition and Procedure. A grievance shall be defined as an alleged violation of a specific article or section of this Agreement. Prior to filing a grievance in writing, employees and supervisors are encouraged to discuss concerns in an attempt to resolve the matter in question. Such grievances between 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 in writing to the Facilities Director, or designee, 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. The Facilities Director shall extend a response in writing within ten (10) working days from the date of the meeting.

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 designee. Such appeal shall be made within ten (10) working days of the response in Step 1. 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. The grievance shall be resolved on the basis of 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.

25.02 Time Limits. The time limits mentioned in Section 25.01 above may be extended by mutual consent of the parties involved.

25.03 Costs. The cost of the arbitrator and any other expenses shall be shared equally by the Employer and the Union.

25.04 Grievance Mediation. In the event that grievance mediation is not available, then the parties agree to examine other options in order to facilitate a resolution of grievances prior to the arbitration stage.

ARTICLE XXVI - SEPARABILITY

26.01 Separability. Should any provisions 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.

26.02 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 XXVII - NON-DISCRIMINATION

27.01 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.

ARTICLE XXVIII - SAFETY COMMITTEE

28.01 Committee. A Safety Committee shall be established and an agreed upon number of representatives of the Union shall serve on said committee.

28.02 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 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 an including June 30, 2013.

Signed this _____ day of _____, 2010

SCHOOL DISTRICT OF WAUKESHA

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

President

President

Clerk

Secretary

Chairman, Bargaining Committee

Representative, District Council #40
AFSCME, AFL-CIO

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29.03 Duration. This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect up to an including June 30, 2013.

Signed this 13 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-1

WAGE PROGRESSION SCHEDULE
MONTHLY RATES (HOURLY IN PARENTHESES)
July 1, 2010 -Oct 31, 2010

CAT. CLASS	START	180 days	12 MOS	24 MOS	36 MOS
I Maintenance Storekeeper	4,223.00 (24.36)	4,322.00 (24.93)	4,418.00 (25.49)	4,511.00 (26.03)	4,637.00 (26.75)
II Head of Building AA	4,172.00 (24.07)	4,271.00 (24.64)	4,356.00 (25.13)	4,459.00 (25.73)	4,577.00 (26.41)
III Head of Building A	4,087.00 (23.58)	4,193.00 (24.19)	4,281.00 (24.70)	4,379.00 (25.26)	4,498.00 (25.95)
IV Day Substitute Delivery Worker	3,952.00 (22.80)	4,055.00 (23.39)	4,151.00 (23.95)	4,241.00 (24.47)	4,367.00 (25.19)
V Head of Building B Head Night Painter Groundskeeper	3,914.00 (22.58)	4,013.00 (23.15)	4,110.00 (23.71)	4,204.00 (24.25)	4,328.00 (24.97)
VI Head of Building C Head Night Custodian	3,871.00 (22.33)	3,969.00 (22.90)	4,062.00 (23.43)	4,161.00 (24.01)	4,284.00 (24.72)
VII Sub Night Custodian	3,796.00 (21.90)	3,901.00 (22.51)	3,988.00 (23.01)	4,087.00 (23.58)	4,209.00 (24.28)
VIII Custodian	3,669.00 (21.17)	3,762.00 (21.70)	3,856.00 (22.25)	3,947.00 (22.77)	4,069.00 (23.48)

Wage Increase: 0.00%

Building Classifications:

AA - North, South, West

A - Butler, Central, Horning

B - Banting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose Glen, Saratoga,
Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook, Pleasant Hill.

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

WAGE PROGRESSION SCHEDULE
MONTHLY RATES (HOURLY IN PARENTHESES)
November 1, 2010 - December 31, 2010

CAT. CLASS		START	180 days	12 MOS	24 MOS	36 MOS	48 MOS
I	Maintenance Storekeeper	4,223.00 (24.36)	4,322.00 (24.93)	4,418.00 (25.49)	4,511.00 (26.03)	4,637.00 (26.75)	
II	Head of Building AA	4,172.00 (24.07)	4,271.00 (24.64)	4,356.00 (25.13)	4,459.00 (25.73)	4,577.00 (26.41)	
III	Head of Building A	4,087.00 (23.58)	4,193.00 (24.19)	4,281.00 (24.70)	4,379.00 (25.26)	4,498.00 (25.95)	
IV	Day Substitute Delivery Worker	3,952.00 (22.80)	4,055.00 (23.39)	4,151.00 (23.95)	4,241.00 (24.47)	4,367.00 (25.19)	
V	Head of Building B Head Night Painter Groundskeeper	3,914.00 (22.58)	4,013.00 (23.15)	4,110.00 (23.71)	4,204.00 (24.25)	4,328.00 (24.97)	
VI	Head of Building C Head Night Custodian	3,871.00 (22.33)	3,969.00 (22.90)	4,062.00 (23.43)	4,161.00 (24.01)	4,284.00 (24.72)	
VII	Sub Night Custodian	3,796.00 (21.90)	3,901.00 (22.51)	3,988.00 (23.01)	4,087.00 (23.58)	4,209.00 (24.28)	
VIII	Custodian	3,323.00 (19.17)	3,415.00 (19.70)	3,683.00 (21.25)	3,773.00 (21.77)	3,897.00 (22.48)	4,070.00 # (23.48)

Wage Increase: 0.00%

Building Classifications:

AA - North, South, West

A - Butler, Central, Homing

B - Banting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose Glen,
Saratoga, Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook

Staff hired and employed as level VIII Custodian prior to November 1, 2010 will be paid at the 48 month rate

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

APPENDIX A-3

**WAGE PROGRESSION SCHEDULE
MONTHLY RATES (HOURLY IN PARENTHESES)
January 1, 2011 - June 30, 2011**

CAT. CLASS	START	180 days	12 MOS	24 MOS	36 MOS	48 MOS
I Maintenance Storekeeper	4,274.00 (24.66)	4,375.00 (25.24)	4,474.00 (25.81)	4,569.00 (26.36)	4,694.00 (27.08)	
II Head of Building AA	4,224.00 (24.37)	4,325.00 (24.95)	4,410.00 (25.44)	4,515.00 (26.05)	4,635.00 (26.74)	
III Head of Building A	4,137.00 (23.87)	4,245.00 (24.49)	4,335.00 (25.01)	4,434.00 (25.58)	4,553.00 (26.27)	
IV Day Substitute Delivery Worker	4,002.00 (23.09)	4,105.00 (23.68)	4,203.00 (24.25)	4,295.00 (24.78)	4,420.00 (25.50)	
V Head of Building B Head Night Painter Groundskeeper	3,962.00 (22.86)	4,063.00 (23.44)	4,162.00 (24.01)	4,255.00 (24.55)	4,382.00 (25.28)	
VI Head of Building C Head Night Custodian	3,919.00 (22.61)	4,020.00 (23.19)	4,111.00 (23.72)	4,214.00 (24.31)	4,339.00 (25.03)	
VII Sub Night Custodian	3,843.00 (22.17)	3,950.00 (22.79)	4,039.00 (23.30)	4,137.00 (23.87)	4,261.00 (24.58)	
VIII Custodian	3,364.00 (19.41)	3,458.00 (19.95)	3,730.00 (21.52)	3,820.00 (22.04)	3,945.00 (22.76)	4,120.00 # (23.77)

Wage Increase: 1.25%

Building Classifications:

AA - North, South, West

A - Butler, Central, Homing

B - Banting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose Glen, Saratoga, Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook

Staff hired and employed as level VIII Custodian prior to November 1, 2010 will be paid at the 48 month rate

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

APPENDIX A-4

**WAGE PROGRESSION SCHEDULE
MONTHLY RATES {HOURLY IN PARENTHESES}
July 1, 2011 - December 31, 2011**

CAT. CLASS	START	180 days	12 MOS	24 MOS	36 MOS	48 MOS
I Maintenance Storekeeper	4,295.00 (24.78)	4,397.00 (25.37)	4,496.00 (25.94)	4,592.00 (26.49)	4,718.00 (27.22)	
II Head of Building AA	4,245.00 (24.49)	4,345.00 (25.07)	4,432.00 (25.57)	4,538.00 (26.18)	4,657.00 (26.87)	
III Head of Building A	4,158.00 (23.99)	4,266.00 (24.61)	4,358.00 (25.14)	4,456.00 (25.71)	4,576.00 (26.40)	
IV Day Substitute Delivery Worker	4,023.00 (23.21)	4,125.00 (23.80)	4,224.00 (24.37)	4,316.00 (24.90)	4,443.00 (25.63)	
V Head of Building B Head Night Painter Groundskeeper	3,981.00 (22.97)	4,084.00 (23.56)	4,183.00 (24.13)	4,276.00 (24.67)	4,404.00 (25.41)	
VI Head of Building C Head Night Custodian	3,938.00 (22.72)	4,040.00 (23.31)	4,132.00 (23.84)	4,235.00 (24.43)	4,361.00 (25.16)	
VII Sub Night Custodian	3,862.00 (22.28)	3,969.00 (22.90)	4,059.00 (23.42)	4,158.00 (23.99)	4,281.00 (24.70)	
VIII Custodian	3,382.00 (19.51)	3,475.00 (20.05)	3,749.00 (21.63)	3,839.00 (22.15)	3,964.00 (22.87)	4,141.00 # (23.89)

Wage Increase: 0.50%

Building Classifications:

AA - North, South, West

A - Butler, Central, Homing

B - Banting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose Glen, Saratoga, Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook

Staff hired and employed as level VIII Custodian prior to November 1, 2010 will be paid at the 48 month rate

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

WAGE PROGRESSION SCHEDULE
MONTHLY RATES (HOURLY IN PARENTHESES)
January 1, 2012 - June 30, 2012

CAT. CLASS	START	180 days	12 MOS	24 MOS	36 MOS	48 MOS
I Maintenance Storekeeper	4,359.00 (25.15)	4,463.00 (25.75)	4,564.00 (26.33)	4,661.00 (26.89)	4,789.00 (27.63)	
II Head of Building AA	4,309.00 (24.86)	4,411.00 (25.45)	4,498.00 (25.95)	4,605.00 (26.57)	4,727.00 (27.27)	
III Head of Building A	4,221.00 (24.35)	4,330.00 (24.98)	4,423.00 (25.52)	4,524.00 (26.10)	4,645.00 (26.80)	
IV Day Substitute Delivery Worker	4,084.00 (23.56)	4,188.00 (24.16)	4,288.00 (24.74)	4,380.00 (25.27)	4,508.00 (26.01)	
V Head of Building B Head Night Painter Groundskeeper	4,040.00 (23.31)	4,144.00 (23.91)	4,245.00 (24.49)	4,340.00 925.04)	4,470.00 (25.79)	
VI Head of Building C Head Night Custodian	3,997.00 (23.06)	4,101.00 (23.66)	4,195.00 (24.20)	4,299.00 (24.80)	4,427.00 (25.54)	
VII Sub Night Custodian	3,919.00 (22.61)	4,028.00 (23.24)	4,120.00 (23.77)	4,221.00 (24.35)	4,345.00 (25.07)	
VIII Custodian	3,432.00 (19.80)	3,527.00 (20.35)	3,805.00 (21.95)	3,897.00 (22.48)	4,023.00 (23.21)	4,203.00 # (24.25)

Wage Increase: 1.50%

Building Classifications:

AA - North, South, West

A - Butler, Central, Horning

B - Banting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose Glen, Saratoga,
Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook

Staff hired and employed as level VIII Custodian prior to November 1, 2010 will be paid at the 48 month rate

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

APPENDIX A-6

WAGE PROGRESSION SCHEDULE
MONTHLY RATES (HOURLY IN PARENTHESES)
July 1, 2012 - December 31, 2012

CAT. CLASS		START	180 days	12 MOS	24 MOS	36 MOS	48 MOS
I	Maintenance Storekeeper	4,382.00 25.28	4,486.00 25.88	4,586.00 26.46	4,683.00 27.02	4,813.00 27.77	
II	Head of Building AA	4,330.00 24.98	4,434.00 25.58	4,521.00 26.08	4,628.00 26.70	4,751.00 27.41	
III	Head of Building A	4,241.00 24.47	4,351.00 25.10	4,446.00 25.65	4,547.00 26.23	4,668.00 26.93	
IV	Day Substitute Delivery Worker	4,105.00 23.68	4,209.00 24.28	4,309.00 24.86	4,403.00 25.40	4,531.00 26.14	
V	Head of Building B Head Night Painter Groundskeeper	4,061.00 23.43	4,165.00 24.03	4,266.00 24.61	4,363.00 25.17	4,493.00 25.92	
VI	Head of Building C Head Night Custodian	4,018.00 23.18	4,122.00 23.78	4,215.00 24.32	4,319.00 24.92	4,449.00 25.67	
VII	Sub Night Custodian	3,938.00 22.72	4,049.00 23.36	4,141.00 23.89	4,241.00 24.47	4,368.00 25.20	
VIII	Custodian	3,449.00 19.90	3,545.00 20.45	3,824.00 22.06	3,916.00 22.59	4,044.00 23.33	4,224.00 # 24.37

Wage Increase: 0.50%

Building Classifications:

AA - North, South, West

A - Butler, Central, Horning

B - Banting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose Glen, Saratoga,
Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook

Staff hired and employed as level VIII Custodian prior to November 1, 2010 will be paid at the 48 month rate

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

APPENDIX A-7

**WAGE PROGRESSION SCHEDULE
MONTHLY RATES (HOURLY IN PARENTHESES)
January 1, 2013 - June 30, 2013**

CAT.	CLASS	START	180 days	12 MOS	24 MOS	36 MOS	48 MOS
I	Maintenance Storekeeper	4,448.00 25.66	4,553.00 26.27	4,656.00 26.86	4,755.00 27.43	4,886.00 28.19	
II	Head of Building AA	4,394.00 25.35	4,500.00 25.96	4,588.00 26.47	4,697.00 27.10	4,822.00 27.82	
III	Head of Building A	4,306.00 24.84	4,417.00 25.48	4,512.00 26.03	4,614.00 26.62	4,737.00 27.33	
IV	Day Substitute Delivery Worker	4,167.00 24.04	4,271.00 24.64	4,373.00 25.23	4,469.00 25.78	4,599.00 26.53	
V	Head of Building B Head Night Painter Groundskeeper	4,122.00 23.78	4,228.00 24.39	4,330.00 24.98	4,429.00 25.55	4,560.00 26.31	
VI	Head of Building C Head Night Custodian	4,079.00 23.53	4,184.00 24.14	4,278.00 24.68	4,384.00 25.29	4,517.00 26.06	
VII	Sub Night Custodian	3,997.00 23.06	4,110.00 23.71	4,203.00 24.25	4,306.00 24.84	4,434.00 25.58	
VIII	Custodian	3,501.00 20.20	3,598.00 20.76	3,881.00 22.39	3,975.00 22.93	4,105.00 23.68	4,288.00 # (24.74)

Wage Increase: 1.50%

Building Classifications:

AA - North, South, West

A - Butler, Central, Homing

B - Ranting, Bethesda, Blair, Hadfield, Hawthorne, Heyer, Lowell, Prairie, Randall, Rose
Glen, Saratoga, Summit View, White Rock, Whittier

C - Hillcrest, Lindholm, Meadowbrook

Staff hired and employed as level VIII Custodian prior to November 1, 2010 will be paid at the 48 month rate

*Night Foreman + \$300.00 monthly stipend

*Assistant Night Foreman + \$200.00 monthly stipend

APPENDIX B

OTHER AGREEMENTS

1. Any benefit presently in effect but not specifically referred to in this Agreement shall remain in effect for the life of this Agreement.
2. Whenever an employee works at a higher rated job for two (2) days or more he/she shall receive the higher rate of pay. (Regular employees classified as Substitute Day Custodian or Substitute Night Custodian shall not come under the provisions of this section.)
3. Temporary chief custodian, head night custodian, etc. - employees acting as chief custodian or head night custodian during vacation, sick leave or other absence - shall receive the higher pay while filling such vacancy. (Regular employees classified as Substitute Day Custodian or Substitute Night Custodian shall not come under the provision of this section.)
4. Special clothing for the work, i.e. tools, gloves, uniforms for women, raincoats, boots, etc., shall be provided by the Employer.
5. Two (2) employees shall be assigned to snow plowing equipment during heavy snow conditions between the hours of 6:00 p.m. and 6:00 a.m. Two (2) employees shall be assigned to snow plowing equipment, or two (2) trucks shall be dispatched together, for snow plowing operations in outlying areas.
6. Safety devices and a first aid kit shall be provided for all mobile equipment and at all work locations.
7. Temporary or seasonal employees shall not be hired to replace present positions or fill new full-time jobs.
8. Custodians are to do minor maintenance work in buildings. The specifics in this section will be worked out between the Union Committee and the Facilities Director, or designee.
9. Two (2) or more employees shall be assigned on Saturday and Sunday to handle heavy work loads resulting from special activities at South Campus, North Campus and West Campus. Heavy work loads shall normally be considered to exist when a combination of three (3) or more school activities or paid outside activities are scheduled. Assignments for heavy work loads shall be made by the Administration.
10. The above stipulations are intended to cover normal conditions that occur or exist. However, should special conditions arise, said matters in dispute shall be discussed between the Union Committee and the Facilities Director, or designee.

APPENDIX C

Guidelines for temporary replacement of Head Custodians and Head Night Custodians during times of vacation, illness, or leave.

A. High School:

1. Whenever a temporary vacancy occurs in either the Head Custodian and/or Head Night Custodian position, such vacancies will be filled.

B. Middle School:

1. Whenever a temporary vacancy occurs in the Head Custodian positions, such vacancies will be filled.
2. Whenever a temporary vacancy occurs in the Head Night Custodian positions, such vacancies will be filled only on student contact days.
3. Whenever a temporary vacancy occurs in the Head Night Custodian positions, such vacancies will be filled on student contact days only if the supervision of other employee (s) is required.
4. Whenever a temporary vacancy occurs in the Head Night Custodian positions on non-contact days, and no other supervision is required, vacancies will be filled based on building needs as determined by the principal.

C. Elementary Schools:

1. Whenever a temporary vacancy occurs in the Head Custodian positions on contact days, such vacancies will be filled.
2. Whenever a temporary vacancy occurs in the Head Night Custodian positions on non-contact days, such vacancies will be filled if the supervision of other employee (s) is required.
3. Whenever a temporary vacancy occurs in the Head Night Custodian positions on non-contact days, and no other supervision is required, vacancies will be filled based on building needs as determined by the principal.

The District will not pay more than one Head Custodian or Head night Custodian per building and any one time. Payment will begin on the first occurrence.

Appendix D



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	
Network	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	
Non-Network	\$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
Office Visit (Network)	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$0
Office Visit (Non-Network)	\$500 Individual \$1,000 Family (Applied to Max Out of Pocket)	20% (Applied to Max Out of Pocket)	\$0
Urgent Care (Network)	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$10
Urgent Care (Non-Network)	\$500 Individual \$1,000 Family (Applied to Max Out of Pocket)	20% (Applied to Max Out of Pocket)	\$0
Emergency Room (Network)	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$50
Emergency Room (Non-Network)	\$240 Individual \$480 Family (Applied to Max Out of Pocket)	0% (Applied to Max Out of Pocket)	\$50
Prescription Drugs (per prescription)	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 to find a doctor or healthcare facility.