

## **The Whitefish Bay School District**



**An Exceptional Place To Learn**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
NORTH SHORE SUBURBAN EMPLOYEES, LOCAL NO. 1486  
AFFILIATED WITH MILWAUKEE DISTRICT COUNCIL 48 OR THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AND WHITEFISH BAY SCHOOL BOARD**

**July 1, 2009 - June 30, 2011**

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## **AGREEMENT**

This Agreement is made and entered into at Whitefish Bay, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the Whitefish Bay School Board, hereinafter referred to as the "Board", and the North Shore Suburban Employees, Local No. 1486, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, and affiliated with Milwaukee District Council No. 48, hereinafter referred to as the "Union".

### **ARTICLE I - RECOGNITION**

The Board hereby recognizes the Union as the exclusive collective bargaining agent for all employees of the Board in the Maintenance and Custodial Departments within the classifications listed in Appendix A and excluding supervisors. The Board and Union reaffirm that neither will discriminate on the basis of age, sex, national origin, ancestry, creed, religion, marital status, sexual orientation, disability, race, color, arrest record or conviction record, or for any other reason prohibited by state and federal law.

### **ARTICLE II - SCOPE OF AGREEMENT**

This Agreement represents the entire understanding between the parties and is intended to cover the entire relationship between the School Board, the employees, and the Union. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

### **ARTICLE III - TERMINATION**

This Agreement shall be effective as of the 1st day of July, 2009 and shall remain in full force and effect until the 30th day of June, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; in the event negotiations extend beyond June 30, 2012, this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the extended term, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

## **ARTICLE IV - INTERRUPTION OF SERVICES**

The Union and its members will not engage in any strike or work stoppage or withhold in full or in part any agreed upon services for the term of this Agreement.

## **ARTICLE V - CUSTODIAL AIDE**

A custodial aide is a person, not in the bargaining unit, employed for a short period of time per day to perform specific cleaning or custodial functions. The aide may be employed for an average of three hours per day for five days per week and less than 600 hours per year.

The specific hours for each work schedule and specific work assignment shall be determined by the Director of Buildings and Grounds. Aides may be employed during the summer or holiday periods.

No bargaining unit employee shall be held accountable for the misconduct of a Custodial Aide.

## **ARTICLE VI - SENIORITY**

Section 1 - Definition. Seniority shall commence at the time of original employment and shall cease to accrue only if an employee:

1. Quits;
2. Is discharged or terminated;
3. Retires;
4. Fails to accept reemployment after layoff provided the employee is notified according to the procedure outlined in Article VI, Section 2.

Part-time employees shall accrue seniority in the same manner as full-time employees, except that the rate of seniority accrual of part-time employees shall be reduced pro rata.

Section 2 - Recall. Whenever it becomes necessary to employ additional workers in the school system, either in vacancies or in new positions, former qualified employees of the school system who have been laid off shall be entitled to be reemployed in such vacancy or new position for which the employee qualifies in preference to all other persons. It shall be the responsibility of the employees on layoff to keep the Board notified of their current address. Each employee on layoff shall be notified by registered mail of any vacancy or new position. If the employee on layoff does not respond to the job offer after ten (10) days from the date the registered letter was mailed, a second registered letter shall be sent by the Board. If the employee on layoff still has not responded to the second registered letter after five (5) days from the date of mailing, the employee shall be considered to have forfeited his/her rights of reemployment. An employee who accepts reemployment after notification must report to work for the Board no later than fourteen (14) calendar days from the date the job offer is accepted. Any employee on layoff who rejects a job offered by the

Board in the above manner or who fails to report for work as stipulated shall also be considered to have forfeited their rights of reemployment.

An employee unable for medical reasons to return to work shall have the right to be recalled on one additional occasion to fill a vacancy or new position if such employee furnishes a doctor's statement to the Board within fifteen (15) calendar days from the date of mailing of the first recall notice.

Laid off employees may reject summer temporary employment offers of recall without penalty and will retain their reemployment rights.

Any and all reemployment rights will expire two years from the original date of layoff.

Whenever additional employees are required in the public schools who do not possess the rights of reemployment as provided in the Agreement, they shall work in such position subject to a trial period of six (6) months during which period the Director of Buildings and Grounds may terminate such employment in such period at his/her option and without right of appeal by the employee.

Section 3 - Filling Vacancies. When it becomes necessary to fill a vacancy or a new position in the bargaining unit, the Board will bulletin such vacancy or new position, asking for applications, and the qualified employee within the bargaining unit with the longest period of service applying for the job or position will be assigned to it within a maximum of ten (10) working days. This bulletin will cover a period of seven (7) calendar days. The Director of Buildings and Grounds shall determine whether such services are satisfactory.

1. An employee being promoted or making a lateral move which results in a change of hours shall be granted sixty (60) calendar days time to prove their qualification.
2. Any employee failing, for any reason, to qualify for any job or new position, may return to the position formerly held within ten (10) working days.
3. In the event that there is no qualified employee within the bargaining unit to fill a vacancy or new position, the School Board may fill it at their discretion.

Section 4 - Layoff. The District agrees that the current 28.3 fulltime and part-time custodial staff classifications and hours will be maintained during the 2009-10 and 2010-2011 contract years. The above section will sunset on June 30, 2011. Thereafter, the parties may mutually agree to continue this policy.

Seniority rights shall prevail in reducing the work force because of lack of work or other legitimate cause. Layoffs shall be by groups of classification. The groups shall be:

Maintenance (includes high school head custodian)

#### Custodial

- Custodial III (night supervisor & Head custodians at elementary and middle school buildings)
- Custodial II (includes driver and field house)
- Custodial I

Whenever it becomes necessary to lay off employees, the employee designated for layoff shall have the right to:

1. Accept the layoff.
2. Replace any less senior employee in any group or classification for which they are qualified.

Employees shall not have the right to bump other employees in a different classification group unless the employee facing the layoff has previously held a job in the other classification group (i.e., a maintenance person shall not have the right to bump an employee in a custodial classification unless the maintenance employee has previously held a job in the custodial classification group).

The replaced employee shall have the right to either:

1. Accept the layoff; or
2. Replace a less senior employee in any previously held classification.

Any employee subject to layoff shall be notified in writing by the Board if he/she is to be laid off. Within five (5) working days, he/she must advise the Director of Buildings and Grounds of the option they are going to elect. The Board will then notify subsequent employees affected by this decision who shall be bound by the above procedure. If an employee fails to respond within the designated interval, they shall be deemed to have accepted the layoff.

In no instance shall an employee replace another employee who has greater seniority. Whenever there is a recall after a layoff, the most senior employees who were affected by this procedure or who were laid off from their classification shall have the first opportunity to fill the opening.

An employee who chooses a job in a lower classification instead of a layoff shall be paid the wage rate for the lower classification.

## **ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 - Definition of Grievance. A grievance shall be defined as a dispute regarding the interpretation or application of a provision of this Agreement.

It is understood that subjects not covered by this Agreement shall not be arbitrable. However, in the interest of maintaining harmonious relationships between the employer and employees, the employer is interested in receiving employee concerns regarding any matter that affects them. Any such concern may be processed up to and through Step 2 of the grievance procedures. Any such concern may be raised and processed either orally or in writing.

Section 2 - Grievance Forms. Grievance forms shall be made available by the Board for use by the employees. The grievance form to be utilized is appended to this Agreement as Appendix C. Any employee who files a grievance shall fill out this form as completely as possible.

Section 3 - Time Limits. Failure to file or appeal a grievance within the time limits provided herein shall be deemed a settlement and waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure.

The time limits may be extended by mutual agreement, in writing.

Section 4 - Grievance Settlement. Any grievance shall be considered settled at the completion of any step in the procedures, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 5 - Procedure. The procedure for presenting grievances shall be as follows:

- Step 1: An employee or Union representative must file a grievance in writing with the Director of Buildings and Grounds, or with one designated to act on his/her behalf, within twenty-one (21) calendar days after the facts on which the grievance is based first occurred or became known. The employee may thereafter, in company with a Union representative, explain the situation orally to the Director of Buildings and Grounds. The Director of Buildings and Grounds shall reach a decision and communicate it in writing within five (5) calendar days after receiving the grievance.
- Step 2: If a grievance is not settled in Step 1, the employee or Union representative must, within ten (10) calendar days of the date on which the decision of the Director of Buildings and Grounds or his/her designee is made or due, report the grievance in writing to the Director of Business Services, or his/her designee. The Director of Business Services shall hold hearings and shall write his/her decision within ten (10) calendar days after receipt of the grievance communication.
- Step 3: If a grievance is not settled in Step 2, the employee or Union representative must, within ten (10) calendar days of the date

on which the decision of the Director of Business Services is made or due, report the grievance in writing to the School Board. The School Board or its designee shall hold a hearing as soon as practicable and notify the employee and Union representative of its decision in writing within fifteen (15) calendar days after receiving the appeal.

Step 4: If the grievance is not settled in Step 3, the Union may, within ten (10) calendar days of the date on which the decision of the School Board is made or due, submit in writing to the Director of Business Services, or his/her designee, a demand to proceed to binding arbitration conducted by an arbitrator selected by the parties. The parties shall meet within ten (10) calendar days after said demand is submitted, and attempt to select an arbitrator. If the two parties fail to reach agreement on an arbitrator within said ten (10) days, the Wisconsin Employment Relations Commission (WERC) shall be requested to submit a list of five (5) impartial arbitrators. Within seven (7) calendar days following receipt of the panel from the WERC, the parties shall alternately strike one name at a time from the panel until only one name shall remain. The party to strike first shall be determined by a coin toss.

Section 6 - Selection of Arbitrator. The arbitrator selected shall meet with the parties on a mutually acceptable date at Whitefish Bay High School or at any other mutually agreeable location and conduct a hearing. Following the hearing the arbitrator shall render a written decision which shall be final and binding upon the parties.

Section 7 - Decision of Arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to or delete from the express terms of this Agreement.

Section 8 - Transcript of Arbitration. There shall be a transcript prepared if the arbitrator deems one necessary and the parties share equally the costs of the arbitrator's original thereof. The parties may mutually agree to share the cost of a transcript without the arbitrator's consent and either party may, at its own expense, order a transcript under any circumstances.

Except as provided above, both parties shall share equally the costs and expenses of the arbitration proceedings. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including attorney fees. Testimony or other participation of employees shall not be paid by the Board.

Section 9 - Arbitration of Disciplinary Action. It is understood that any dispute involving disciplinary action which has been processed pursuant to Article VIII entitled "Discipline" may be referred by the Union representative to Step 4 of the grievance and arbitration procedure. Any such request for arbitration shall be in writing and filed with the Director of Business Services within ten (10) working days of the Union's receipt of the Board's decision. The decision of the arbitrator on any disciplinary dispute so referred shall be final and binding upon both parties.

## **ARTICLE VIII - DISCIPLINE**

Section 1 - Initiation of Discipline. The Director of Buildings and Grounds shall take such disciplinary action for cause as he/she believes to be warranted under the circumstances. Disciplinary action shall become effective at the time established by the Director of Buildings and Grounds. The Director of Buildings and Grounds may postpone execution of disciplinary action to permit the employee involved and his/her representative or both to discuss the matter with him/her.

Section 2 - Written Reason for Discipline. An employee involved in disciplinary action shall be informed in writing by his/her superior of the disciplinary action and the reason therefore; when suspension or dismissal is involved, the employee shall be notified in writing by the Director of Buildings and Grounds who shall file a copy of the notice with the Director of Business Services. Continuation of pay during suspension or dismissal is at the discretion of the Director of Buildings and Grounds.

Section 3 - Appeal of Discipline. Appeal by an employee or his/her representative shall be in writing to the Director of Business Services within three (3) calendar days of the disciplinary action; appeal forms shall be provided by the School Board. Upon receipt of an appeal, the Director of Business Services shall hold a hearing as soon as practicable, notifying all interested parties of the time and place of the hearing. The employee may be represented at the hearing by another person of his/her choice.

Section 4 - Response to Appeal. At the termination of the hearing, the Director of Business Services shall determine whether the charge is well-founded and shall confirm, modify or negate the action of the Director of Buildings and Grounds. The Director of Business Services shall make known his/her decision in writing to all interested parties within five (5) calendar days after completion of the hearing.

Section 5 - Appeal of Discipline to Board. If dissatisfied with the decision of the Director of Business Services an appeal by an employee may be made in writing to the School Board within ten (10) calendar days following the written decision of the Director of Business Services.

Upon receipt of a written appeal, the School Board shall hold a hearing as soon as practicable, but within thirty (30) calendar days, notifying all interested parties of the time and place of the hearing. The employee may be represented at the hearing by another person of his/her choice.

At the termination of the hearing, the School Board shall determine whether the charge is well founded and shall confirm, modify, or negate the action of the Director of Business Services. The School Board shall make known its decision in writing to all interested parties within five (5) calendar days after completion of the hearing.

## **ARTICLE IX - EMPLOYMENT STATUS**

### Section 1 - Reassignment.

The Director of Buildings and Grounds shall have the authority to temporarily reassign an employee from one classification to another for a period not exceeding forty-five (45) working days in any one year unless the employee agrees to a longer period of temporary reassignment. In the event an employee is reassigned from one job classification to another job classification for a period exceeding forty-five (45) consecutive working days, the Director of Buildings and Grounds shall notify the Union of the reassignment. Such reassignment shall in no way decrease the salary of an employee and employees reassigned to a higher classification shall be entitled to the higher rate of pay. This section shall not prohibit the permanent reassignment of employees to different positions within their same classification (Maintenance, Head Custodian H.S., Custodian III, Custodian II or Custodian I). Proper posting procedures will be followed for all vacancies or new positions except where reassignment within classification is used to fill a vacancy or new position.

### Section 2 - Employee Files.

The District shall maintain the official service record of each employee in the District Personnel Office. The official record shall contain all information pertinent to the employee's employment. The employee shall be granted reasonable access to his/her official service record.

### Section 3 - Habitual Tardiness and Absences.

An employee shall not receive sick leave benefits, provided for under Article XII, for any day when said employee has used sick leave for a non-legitimate illness. In addition, an employee who abuses or misuses sick leave will be subject to disciplinary action which may include discharge. Examples of abuse of sick leave would be situations when an employee calls in sick and is not sick, when a pattern of absences occur, or when excessive use of sick leave occurs (use of more than seven (7) days per year in any two (2) consecutive school district fiscal years: a long term illness of five (5) days or more, absences verified by a medical statement or absences due to bereavement leave shall not be used in calculating the seven (7) days).

An employee who is found to have abused, misused, or engaged in excessive use of sick leave (use of more than seven (7) days per year in any two consecutive calendar years: long term illnesses of five (5) days or more or absences verified by a medical statement shall not be used in calculating the seven (7) days) may be required by the Director of Buildings and Grounds to submit a doctor's certificate or other evidence as proof of illness for each absence after abuse has been found, not to exceed six (6) months after the employee has been found to have abused sick leave.

Habitual tardiness or absence by an employee following a written reprimand is grounds for suspension pending investigation toward dismissal.

#### Section 4 - Demotion.

An employee shall be subject to demotion:

1. If they are found to be unsuited for their present position, but may be expected to give satisfactory service in a lower paying position.
2. If an employee's position has been either abolished or reallocated to a lower pay scale, the employee may be transferred to a position of equal pay. If this should occur, it shall be clearly indicated on all reports that the demotion in no way reflects on their ability or performance, except as indicated in (1) above.
3. But demotion shall not be used as a disciplinary measure.

#### Section 5 - Long Term Disability Beyond One Year.

Employees who return to work within twelve (12) months of qualifying for Long Term Disability, as provided in Article XV, Section 2, shall be returned to the position they held prior to the time they qualified for LTD.

An employee who held the position of said employee on LTD, on a temporary basis, shall also be returned to the position the employee held prior to the temporary position. This shall apply to any other employee who filled a temporary position resulting from the absent employee's being on LTD.

All such temporary positions shall be posted in accordance with Article VI, Section 3, noting that the affected position is temporary and the anticipated duration of the position, if known.

After twelve (12) months of an employee being on LTD, the employee shall remain on LTD, for as long as he/she is eligible for said coverage. For the first twelve (12) months of LTD coverage, the Board shall continue to pay all insurances for the affected employee. After the end of twelve (12) months of coverage on LTD, the employee may remain in the group insurances, at group rates for the entire period of coverage under LTD, by paying to the

District, the certified group rate of the affected insurance policy(s). This shall in no way alter or change application of Article XV - Section 1, for retirees.

After twelve (12) months of coverage under LTD, the employee's position may be permanently filled, by re-posting in accordance with Article VI, Section 3. The employee who fills the temporary position shall not obtain any preference if the position is subsequently filled on a permanent basis. The employee who held the position prior to being on LTD for more than twelve (12) months shall, upon his/her ability to return to work, be offered an available position for which the employee qualifies.

If the affected employee is not offered, due to unavailability, a position in the classification held prior to LTD, the employee shall be granted the next opening in the previously held classification, without posting, when said position becomes available.

## **ARTICLE X - WAGES**

Section 1. The wages in effect during this contract shall be as set forth in Appendix A attached hereto and made a part hereof. Wages will be paid biweekly.

Section 2. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in regular increments.

Section 3. The Board reserves the right where a custodian or maintenance person has not done satisfactory work to withhold the increment.

## **ARTICLE XI - VACATIONS**

Section 1 - Vacation Amount. Employees within the bargaining unit hired prior to June 30, 2006 shall be entitled to and shall be granted vacations in accordance with the following schedule:

- Two (2) weeks after one (1) year of service.
- Three (3) weeks after five (5) years of service.
- Four (4) weeks after ten (10) years of service.
- Five (5) weeks after fifteen (15) years of service.

Employees within the bargaining unit hired on or after June 30, 2006 shall be entitled to and shall be granted vacations in accordance with the following schedule:

- Two (2) weeks after one (1) year of service.
- Three (3) weeks after five (5) years of service.
- Four (4) weeks after ten (10) years of service.

Section 2 - Payment Upon Death. In the case of the death of any employees of the Board, the unused vacation allowances of such employees shall be paid to such person in the manner provided in Section 103.39(2), Wisconsin Statutes.

Section 3 - New Hires. Every new employee shall earn (1) day of vacation for each month of satisfactory work performance in the six (6) month probationary period. Upon satisfactory completion of six (6) months service, the employee's vacation entitlement shall be governed by Section 1 of this Article, it being understood, however, that after the completion of one year of service, the maximum vacation entitlement shall be two (2) weeks during the second year of service.

Section 4 - Permanent Part Time. Permanent employees employed on a part-time basis shall be granted a proportionate amount of the vacation granted to full-time employees. Employees serving on a temporary or provisional basis shall not be granted vacation with pay unless they fulfill the requirements of the Wisconsin Retirement System (600 hours).

Section 5 - Vacation Rules and Selection.

All custodial and maintenance employees shall have the right to schedule vacations during the school year and when school is not in session. Vacation selections shall be subject to approval by the Director of Buildings and Grounds, such approval shall not be withheld arbitrarily or capriciously.

Vacation selection shall be based on seniority, with the most senior employee being granted vacation over a less senior employee, provided that the request and approval for a vacation has not been made by the less senior employee prior to the request by the more senior employee. Employees requesting vacation not previously scheduled must submit the request at least three (3) working days prior to the day requested. Failure to provide such notice may result in denial of the request. Exceptions to this requirement may be granted with the approval of the Director of Buildings and Grounds. Denial of vacation requests submitted three (3) working days prior to the day requested shall not be withheld arbitrarily or capriciously.

No more than five (5) custodians from the high school, two (2) custodians from the middle school, one (1) custodian from the elementary schools and two (2) maintenance employees may be on vacation at any one time when school is not in session. One custodian in any classification from a non-high school, one custodian in any classification, per shift, from the high school, and one maintenance employee may be on vacation at any one time when school is in session, except two maintenance employees may be on vacation during the Wisconsin deer hunting season. Exceptions to the above limitations on vacation may be granted subject to the approval of the Director of Buildings and Grounds.

The driver position shall be included in the high school vacation selection list.

When school is not in session, the position of head custodian and field house supervisor will not be considered as one classification, therefore, both can take vacation simultaneously.

Non-school days are those times when kindergarten - 12th grade students are not in attendance.

Vacation may be scheduled in increments of two (2) hours or more at any one time. Partial days (one quarter) will not affect other employee full day vacation requests.

Double vacations, resulting from combining vacation time earned in two (2) consecutive years, are prohibited.

A week of vacation shall be understood to mean a period of seven (7) days including Saturdays, Sundays and holidays.

Holidays occurring during the vacation period of an employee shall not be charged against his/her vacation allowance. An additional day of vacation will be assigned at the discretion of the Director of Buildings and Grounds upon mutual agreement of the employer and employee.

Section 6 - Vacation Entitlement at Termination. Whenever an employee's employment with the Board is terminated, he/she shall be entitled to vacation with pay proportionate to the number of months he/she has worked.

A school year is a twelve month period from July 1 to June 30 of each year. Vacations for all personnel must be scheduled by the Director of Buildings and Grounds in accordance with seniority, in a manner which will serve the best interests of the School District.

Section 7 - Vacation Use During Illness. The use of "credited vacation" and/or "current earned vacation not as yet credited" for an illness when all accumulated sick leave has been exhausted shall be governed by the provisions of Article XII, Section 7.

## **ARTICLE XII - LEAVES OF ABSENCE**

### Section 1 - Sick Leave Allowance Earned, Accumulated and Use.

The District and the Union agree that the purpose of sick leave is to compensate an employee who is unable to report to work due to the employee's legitimate illness or due to a serious illness in the employee's immediately family. When an employee is capable of performing the duties of his position, it is expected that the employee will report to work.

All employees shall be allowed sick leave absence annually with full pay, according to the following schedule:

1. Fourteen (14) days cumulative to one hundred (100) days.
2. Probationary employees shall be allowed one (1) day for each month of satisfactory service, subject to a maximum of six (6) months. All unused days will be added to the total accumulation.

3. Permanent employees employed on a part-time basis shall be granted a proportionate amount of sick leave granted to full-time employees.
4. No sick leave allowance will be granted to employees who will work less than 600 hours in a year.

Immediate family means husband, wife, children, mother, father, brother, sister, father-in-law or mother-in-law.

Section 2 - Sick Leave Allowance After Maximum Accumulation. Once the maximum cumulative days is reached, or if, at the beginning of a contract year, an employee's annual sick leave allotment would permit accumulation above the maximum, the employee's annual allotment will be the greater of:

1. The number of days difference between the current total of cumulative days and the maximum cumulative days set forth herein;  
or
2. Five (5) days per year.

After July 1, 1979, employees with more than one hundred (100) cumulative sick leave days shall not accumulate sick leave days until their total number drops below one hundred (100).

In the event an employee is eligible for long term disability benefits, all sick leave payments pursuant to this contract shall cease immediately.

Section 3 - Physician's Certificate Required. At the end of three (3) scheduled work days, the Director of Buildings and Grounds may request certification by a physician or other satisfactory evidence. At the end of five (5) days, certification is required for sick leave or such further certification as the Director of Buildings and Grounds may deem necessary. An employee who is absent more than five (5) work days must submit a medical certificate at that time indicating the cause of the absence and the anticipated date of return. If the anticipated date of return is altered, the employee shall immediately notify the Director of Buildings and Grounds. Whenever an employee is absent for more than five (5) work days, the Director of Buildings and Grounds may require the employee to periodically submit a medical certificate explaining the employee's status and anticipated date of return. However, such certificate shall not be required more than once every thirty (30) calendar days after the previous notification. All employees shall notify the Director of Buildings and Grounds of their absence daily.

Section 4 - Quarantine. In case of quarantine due to a communicable disease which is directly traceable to the schoolroom, the Board of Education shall pay the full amount of salary due the employee up to but not longer than fifty (50) days. This does not affect the

accumulated sick leave in any way. The Village Health Officer shall be the sole judge regarding the responsibility of the Board in the application of this regulation.

Section 5 - Bereavement Leave. In addition to the sick leave, and apart from it, a three (3) day leave shall be permitted for death occurring in the employee's immediate family. An additional two (2) days shall be permitted if the employee is traveling outside the metropolitan Milwaukee area. Any additional days taken for such death shall be charged to the accumulated sick leave. Immediate family means husband, wife, children, mother, father, brother, sister, father-in-law, mother-in-law, grandparents or grandchildren. Use of the regular sick leave for deaths other than those stated above or additional days may be granted at the discretion of the Director of Buildings and Grounds.

Section 6 - Personal Business. Upon approval of the Director of Business Services, or his/her designee, an employee shall be allowed to be absent on personal business two (2) full days per year without loss of pay. Requests for such leave should be made in advance. Such personal business shall be construed to include Internal Revenue Service summons, purchase of home, or attendance at a court proceeding. Such personal business shall not be construed to include entertainment, job interviews or vacations. The foregoing inclusions and exclusions shall not be considered limitations by reason of enumeration. Personal business days shall not be cumulative.

Personal business leave time will be scheduled in increments of two (2) hours, depending upon need.

Requests for a personal business leave shall be made in accordance with the following procedure.

- (a) The request for absence shall be made in writing on a school form and filed with the Director of Business Services, or his designee, one (1) week in advance except in emergencies. The Director of Business Services, or his designee, shall consider the purpose and necessity of each request. Leaves shall not be unreasonably denied.
- (b) The employee shall not be allowed to use personal business leave on the work day before or the work day after vacation or sick leave, except in emergencies.
- (c) In case of an emergency when one week's advance notice cannot be provided, the employee shall contact the Director of Business Services, or his designee, to request the personal business leave. The request may be submitted orally or in writing and shall be granted at the discretion of the Director of Business Services, or his designee.

Upon approval of the Director of Business Services, or his designee, an employee desiring time off for personal religious observances may utilize a maximum of three (3) sick leave days and one (1) personal business day per school year for such purpose. Days used for

personal religious observances shall be deducted from the employee's accumulated sick leave account. However, personal business days not utilized by an employee who has utilized sick leave days for personal religious observances shall be credited to the employee's sick leave account at the end of the year. The number of unused personal business days credited to the employee's sick leave account shall correspond to the number of sick leave days utilized for personal religious observances but shall not exceed two (2) days.

Section 7 - Leave of Absence Due to Illness. When an employee requests a leave of absence due to illness, the employee has the privilege of electing to use the benefits accrued under the sick leave policy. An employee may elect to use a prorated amount of sick leave due to illness. This proration may not be less than 1/4 day for each full day of sick leave. Other applicable fringe benefits shall be prorated in the same amount.

Following the expiration of accumulated sick leave due to illness, a leave of absence may be granted under the following conditions:

1. That the granting of request for leaves of absence be without pay up to a maximum of sixty (60) working days and a minimum of five (5) days.
2. That there be no diminution of seniority or level of salary during the leave of absence without pay.
3. That the Board would require a doctor's statement as to the number of days it will take the employee to return to work.
4. That the request for leave of absence without pay be in writing.
5. That the employee's sick leave and vacation days cease to accrue while he/she is on leave without pay.

If an employee has exhausted all accumulated sick leave and, if applicable, personal business leave, he/she will be required to utilize all credited vacation and current earned vacation not as yet credited for any absence which is less than five (5) days in duration. If, however, the absence request is five (5) days but less than sixty (60) days duration, the employee may, without first exhausting credited vacation and current earned vacation, make a request for a leave of absence without pay. If the request for a leave of absence is denied, which denial shall not be arbitrary or capricious, the employee may then be required to utilize both credited vacation and current earned vacation.

Section 8 - Notification of Illness. No sick leave with pay shall be taken by an employee unless due notice of inability to be present has been given to the Director of Buildings and Grounds on or before the start of the absence.

Any time an employee is sick, ill or disabled and/or unable to report to work, the employee must call the Director of Buildings and Grounds, or his designee, and notify him of that fact no later than one-half (1/2) hour after the start of the first shift, if a first shift employee, or no later than two (2) hours prior to the start of the second shift if a second shift employee. In emergency situations the notice shall be provided as soon as possible.

Section 9 - Terminal Pay. Any employee who dies during the term of his/her employment or who retires in accordance with any of the provisions of the Wisconsin Retirement Fund shall receive his/her unused, accumulated sick leave calculated value towards post employment health insurance premium at the time of his/her retirement or death. In the event of an employee's death, the calculated value must be used by his/her spouse and dependents to continue health insurance with the school district under the cobra provisions, if the spouse chooses not to apply for the cobra provision or the funds exceed the amount of premium required for cobra continuation, those excess funds will be retained by the district. There is no provision for monetary compensation distribution.

Section 10 - Minimum Time. All accrued payable leaves of absence shall only be taken in minimum time periods of one-half (1/2) day unless the employer's designee gives prior approval; however, sick leave and compensatory time shall be taken according to other applicable procedures, if any.

### **ARTICLE XIII - DUTY INCURRED DISABILITY**

Employees collecting Worker's Compensation benefits shall be eligible for up to two (2) days medically necessary leave with pay per incident without charge to sick leave. This Article shall not be construed to provide more than one day of paid leave for each day of disability.

When an employee commences to receive Worker's Compensation wage supplement payments because of an injury on the job or a job related illness the employee shall receive full pay for a period of time not to exceed six (6) full months, providing that Worker's Compensation checks are endorsed by the employee and submitted to the School Board. Sick leave shall not be charged during the time that duty incurred disability payments are received by the employee. After six (6) months, sick leave shall be charged at the rate of one-half (1/2) day for each one (1) day absent.

### **ARTICLE XIV - HOLIDAYS**

Section 1 - Holidays. Employees of the Board under this Agreement will receive the following holidays with pay:

1. New Year's Day (January 1)
2. Easter Sunday--but only for the employees regularly scheduled to work.
3. Memorial Day (last Monday in May).
4. Independence Day (July 4).
5. Labor Day (first Monday in September).
6. Thanksgiving Day.
7. The day following Thanksgiving Day.
8. December -- Christmas Day.
9. December--The last normal work day before Christmas (See Section 2).
10. The last normal work day of the year (See Section 2).
11. Spring Day (to be the Friday before Easter).

Section 2 - Holiday Rule. When a holiday falls on a Saturday, Friday shall be the designated day off. When a holiday falls on a Sunday, except Easter Sunday, Monday shall be the designated day off. The Field house will be closed on Easter Sunday. The above rule applies to all holidays except when the last normal work day before Christmas or the last normal work day of the year falls on a Friday, and school is in session. The Friday that would normally be given off as the holiday may be given off some other time of the year with the preference of the employee taken into consideration.

## **ARTICLE XV - HEALTH, LTD AND DENTAL INSURANCE**

Section 1 - Health Insurance. The Board shall provide and pay the premium for hospitalization and surgical care insurance for single employees and employees with families, except for the following employee contributions: commencing July 1, 1996, 8% of the applicable premium. The payment for regular part-time employees shall be pro rated according to the number of hours worked. The basic coverage shall not be less than that in effect on September 1, 2009 (WEA Trust - Preferred level/option #1).

If an eligible employee has a spouse whose health insurance coverage includes the employee, that employee may elect to receive cash in lieu of health insurance under the terms of the 125 plan. The amount of the cash in lieu amount will be the same amount the District contributes toward the lowest cost single health insurance plan.

No employee shall make any claim against the Board for additional compensation in lieu of or in addition to his/her cost of coverage because he/she does not qualify for the family plan.

Any employee retiring between March 1, 2004 and June 30, 2006 and prior to age 65, but having completed a minimum of fifteen (15) years of full-time service with the Whitefish Bay School System and having attained an age of at least 55 years, may remain a member of the group health insurance program until age 65 with the Board contributing ninety-six percent (96%) of the premium for the district's family health insurance plan and single health insurance plan, whichever is applicable. Employees retiring after June 30, 2006 will pay the same percentage of health insurance premium as the active employees at their time of retirement.

Any employee hired after July 1, 2006 must complete a minimum of twenty (20) years of full-time service with the Whitefish Bay School System and attain an age of at least 59 years to be eligible for post employment group health insurance.

Section 2 - Long Term Disability. The Board shall provide and pay the full premium for long term disability insurance for all full-time and part-time employees covered by this Agreement. The long term disability insurance program shall provide for ninety percent (90%) payment of covered salary to age 65 with an offset for Social Security, Workers' Compensation and State retirement. The long term disability insurance program shall provide for a sixty (60) calendar day waiting program.

The Board retains the rights to change the insurance carrier as long as comparable coverage is maintained.

If the Board is unable to purchase the above ninety percent (90%) benefit plan, the Board may substitute a policy which provides 66-2/3% payment of covered salary to age 70, Social Security freeze, primary only Social Security offset and a 25% minimum benefit with either a sixty (60) or ninety (90) day waiting period to be selected by the employee prior to the end of the sixty (60) day waiting period.

Section 3 - Dental Insurance. The Board shall provide on a voluntary basis either a family or single dental insurance program for the duration of the contract. The Board shall pay 80% of the premium for the full-time personnel and pro rated premium for part-time personnel. The premium payments for part-time personnel shall be pro rated according to the number of hours worked by the part-time personnel. Employees who withdraw from the dental insurance program may re-enroll in the program subject to the procedures established by the insurance carrier.

The dental insurance program shall provide 100% coverage for diagnostic, preventative and basic dental work--80% coverage for major restorative work--50% for prosthodontics work--50% for orthodontic procedures. Modifications to this program which occur during negotiations with the teacher or secretarial bargaining units during the term of this Agreement shall apply to employees in the subject bargaining unit.

Section 4 - Section 125 Plan. The Board shall implement and make available to all employees a Section 125 Plan. The Plan shall cover (a) employee premium contributions for health insurance and dental insurance; (b) deductibles, co-payments and other non-covered medical expenses eligible for coverage; and child and dependent care expenses.

## **ARTICLE XVI - LIFE INSURANCE**

All employees shall, on an optional basis six months from the date of initial employment, be eligible for participation in a group life insurance program sponsored by the School Board. The Board shall pay the full cost of the premium. Coverage provided will not be less than was offered during the 1978-1979 school year, unless agreed to by both parties.

## **ARTICLE XVII - PENSIONS**

Section 1 - Plan. Employees shall be covered under the State of Wisconsin Retirement Fund, in accordance with Section 66.90 of the Wisconsin Statutes.

Section 2 - Payment. The Board shall pay the full amount of the employee's contribution to the Wisconsin Retirement Fund.

## **ARTICLE XVIII - HOURS OF WORK**

Section 1 - Definition of Work Week, Summer Hours, Call In Pay. Except as otherwise provided, custodial and maintenance employees shall be on a forty (40) hour week consisting of five (5) consecutive eight (8) hour work shifts, Monday through Friday.

Except for employees working in the Lydell Community Center, the schedule for summer hours (from the close of school to the first day of school, winter and spring break and other non-school days when no night activities are scheduled) shall be 6:30 a.m. to 3:00 p.m., five (5) consecutive days per week.

There will be a guaranteed call-in time of two hours. This approval will exclude building checks and will be for emergency call-in only. Assignment for two hours shall be at the discretion of the Director of Buildings and Grounds. Call-in refers strictly to time when employees are physically called in to work. It does not apply when employees receive calls at home.

Section 2 - Definition of Work Week and Hours at Field house and Swimming Pool.

One employee (either new or transferred) assigned to the high school/Field house area shall be on a forty (40) hour week consisting of five (5) consecutive days, eight (8) hour work shifts, Monday through Friday. One employee shall be assigned to work an eight (8) hour work shift on Saturday and Sunday. At the Field house, the hours of work Monday through Friday shall be 3:00 p.m. to 11:30 p.m. and on Saturday and Sunday from 8:00 am. to 4:30 p.m. The schedule for summer hours stated in Section 1 does not apply.

Section 3 - Premium Pay. Time and one-half the regular rate shall be paid for any hours beyond eight (8) in a day or forty (40) in a week. Twice the regular rate shall be paid for any hours of work performed on legal holidays.

Section 4 - Payment of Overtime. Overtime is paid twice a month according to time slips which must be filled out and turned in by the employee each week. If the time slips are not filed promptly, they will be included in the next pay period.

Section 5 - Hours of Employment. High School custodians/maintenance employees will work from 6:30 a.m. - 3:00 p.m. Elementary night custodians, Middle School night custodians and High School night custodians will work from 3:00 p.m. until 11:30 p.m. with one-half hour for supper. Hours of work at the Field house are covered in Section 2.

The shifts for the custodians at the Lydell Community Center will be:

- (a) 6:30 a.m. - 3:00 p.m., Monday - Friday.
  - (b) 3:00 p.m. - 10:00 p.m., Monday - Thursday. 8:30 a.m. - 2:30 p.m., Saturday (includes one-half hour paid dinner).
- "B" positions shall be available to perform regular custodial duties, building checks, maintenance helper duties, and other assigned duties within the District.

Section 6 - Overtime Distribution. Elementary school overtime is to be equally divided among elementary school custodians. Only when elementary school custodians are unable or unwilling to accept an overtime assignment should such overtime be distributed equally among maintenance men/women and custodians from the high school. An employee shall not reject reasonable overtime during a snow emergency.

Overtime involving snow plowing, salting, sanding, track and all outside sports or work which comes under maintenance will be equally divided among maintenance men/women. Only when maintenance men/women are unable or unwilling to accept an overtime assignment should the overtime then be distributed equally among custodians from all schools.

All overtime in the high school which comes under the heading of custodial work, no matter which department requests the work to be done, will be equally divided among the high school custodians. Only when the high school custodians are unable or unwilling to accept an overtime assignment should this overtime then be distributed equally among the maintenance men/women or elementary custodians.

The Director of Buildings and Grounds will compile a list of all school custodians and maintenance men/women who wish to work overtime and a list of those who do not wish to work overtime. The list for overtime will be according to seniority from the top down. In this process, overtime will be distributed equally in a rotating fashion.

Duties for overtime work will be scheduled by the Director of Buildings and Grounds where overtime occurs under the supervision of the Head Custodian of each building. If overtime is required, a full work load must be maintained.

Performance of duties as assigned by the Director of Buildings and Grounds is a requisite for reassignment to any of the overtime jobs available.

Section 7 - Shift Differential. A shift differential of twenty cents (\$.20) per hour shall be granted to all regularly scheduled second shift workers after 3:00 p.m., weekend premium of fifteen cents (\$.15) per hour for all scheduled hours worked on Saturday, and twenty-five cents (\$.25) per hour for all scheduled hours worked on Sunday.

Overtime pay shall not apply to premium or shift differential pay.

Premium pay will not be paid for overtime.

Section 8 - Snow Emergency. When schools are officially closed due to a snowstorm or other emergency condition (i.e., power failure), all employees are required to report to work. Employees who report to work shall be:

1. Paid for eight (8) hours of work.
2. Any hours worked over eight (8) in a day will be paid at time and one-half.

Any employee who fails to report to work will have the option of the following:

- a. To have the time not worked subtracted from his/her accumulated vacation.
- b. To make up the time lost at a date mutually agreed upon between the employee and employer.
- c. To take the time off without pay.

Section 9 – Compensatory Time. Employees may request of the Director of Buildings and Grounds or designee, to take compensatory time, at time and one-half, in lieu of overtime pay as provided herein. Employees shall be allowed to accumulate up to twenty-four (24) hours of rolling compensatory time. Scheduling of compensatory time off shall be mutually agreeable between the employee and the Director of Buildings and Grounds; such approval not to be unreasonably denied. Prior to overtime being worked, the method of compensation will be mutually agreed upon by both parties; i.e. to take compensatory time at time and one-half or double time where applicable in lieu of overtime pay or cash.

The compensatory time off must be scheduled at a time mutually convenient to the employee and the district. Compensatory time shall not be used in increments of less than two (2) hours.

Vacation requests will take priority over compensatory time requests. Vacation rules shall apply with a three (3) day notice of requesting compensatory time.

Compensatory time is to be used by Oct. 1st of the following school year. Time not taken will be paid out in the pay period immediately following the Oct. 1st deadline.

## **ARTICLE XIX - MISCELLANEOUS LEAVES**

Section 1 - Reserve Military Duty. Any employee required to take periods of training for the purpose of retaining status as members in the organized units of enlisted reserve corps of the Army, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve and National Guard, and who are ordered to active duty, may be granted leaves with pay for a period not in excess of 15 days annually upon submission of evidence of receipt of competent orders.

Pay from the School Board for this period shall consist of the difference between the military base pay as determined from the employee's military record and the employee's normal pay.

Section 2 - Full Military Duty. Any employee who is inducted or who enlists in the Armed Forces or the Nurses' Corps of the Federal Government at a time when the United States is engaged in war, or who has enlisted in any of said services while a conscription law was in effect, is hereby granted a leave of absence during the period of such service, and thereupon Section 17.035 of the Statutes shall apply to all increments which have accrued during such period of absence.

Section 3 - Payment of Insurance on Medical Leave. Employees on medically necessary leaves of absence who have exhausted accrued sick leave or who are collecting Long Term Disability insurance payments (whichever occurs first) shall be eligible for continued payment of premiums for insurance programs provided for by this Agreement for up to 12 months.

## **ARTICLE XX - JURY DUTY PAY**

Section 1 - Release from Work. Employees shall be granted time off with pay for reporting for jury duty or for jury service upon presentation of satisfactory evidence relating to this duty or service.

Section 2 - Reimbursement to Board. Compensation received for such duty or service (exclusive of travel pay for jury duty on off-duty days) shall be immediately paid over to the Board.

Section 3 - Return to Work. If a first shift worker is released from jury duty on or before 12:00 noon, the worker is expected to return to work to finish his/her regular work day. If a second shift worker is released from jury duty on or before 12:00 noon, the worker is expected to report for work at the regularly scheduled time and the reimbursement for jury duty belongs to the employee. If the second shift worker is released from jury duty after 12:00 noon, he/she need not report to work for his/her normal work day, but must return to the District any reimbursement which is received for such duty. If the second shift worker is released from jury duty after 12:00 noon, he/she may report for work at the regular time and may keep any reimbursement.

## **ARTICLE XXI - LONGEVITY PAY**

Eligible employees shall be entitled to longevity pay according to the following formula:

1. Twenty-five cents (\$0.25) per hour after ten (10) years of full-time continuous service.
2. Thirty-five cents (\$0.35) per hour after twenty (20) years of full-time continuous service.

## **ARTICLE XXII - WORKING CONDITIONS**

Section 1 - Subcontracting/Contracting. Permanent employees will not be subject to layoff or termination because of the Custodial Aide Program or because of the implementation of contracted cleaning services with outside firms.

The Board may continue to contract or subcontract special projects and work, which has been historically contracted or subcontracted in the past, and shall not be required to provide notice to the Union in such cases. If the Board contemplates any other contracting or subcontracting, the Board agrees to notify the Union, in writing, as early as possible, but at least twenty (20) calendar days in advance, in order to provide the Union with the opportunity to discuss with the Board its necessity and affect on the bargaining unit. The

Board agrees that the right to subcontract or contract, in all cases, shall be exercised in good faith and not for the purpose of discriminating against any employees or the Union.

Section 2 - Uniforms. Three (3) uniforms shall be provided for all members of the bargaining unit each year except that all maintenance employees shall be provided five (5) uniforms. As an option, employees may wear a uniform t-shirt throughout the year on non-school days. The District shall provide uniform t-shirts to employees who request them as part of their uniform allowance. The District will contact a minimum of three (3) vendors to provide uniforms as provided herein. The vendors will provide samples of the available uniforms and a committee of three (3) employees, selected by the Union, shall review the samples provided and select the uniforms from a single vendor. The above shall be initially accomplished within sixty (60) days following ratification of this Agreement. If, in the future, the selected vendor is unable to provide the uniforms selected, the same process shall be repeated within sixty (60) days of notice from the vendor that the uniforms are no longer available.

Section 3 - Work Orders. No member of the maintenance department is to work for members of the school staff without a work order which has been approved by the Director of Business Services and/or Director of Buildings and Grounds.

Section 4 - Union Bulletin Board. The employer shall make a bulletin board available on the premises of each school for Union postings.

Section 5 - Termination of Employment. In the case of termination of employment, either by the School Board or the employee, at least two (2) weeks notice shall be given except that if in the opinion of the School Board, or its authorized representatives, the continued presence of the employee on the school premises will be detrimental to the best interest of the school system, then employment may be terminated immediately upon notice.

Section 6 - Initial Rates of Pay. The initial salary paid a custodial employee shall be the 0-12 month rate for the category involved. If a maintenance employee is employed above the 0-12 month rate, he/she shall not receive more than the 48-60 month rate during the probationary period with movement to the next step at the successful conclusion of the probationary period.

Section 7 - Job Descriptions and Job Duties. The District shall prepare current job descriptions for employees in the bargaining unit. Copies of the job descriptions shall be available to the Union and employees from the Director of Buildings and Grounds. The job duties assigned to the employees in the bargaining unit shall be consistent with the job descriptions provided by the District for the respective job classifications. Employees shall perform such other duties not inconsistent with their respective job descriptions, as may be deemed necessary by the designated Building Supervisor or Director of Buildings and Grounds.

Section 8 - Priority of Agreement. If any preexisting conditions are in conflict with this Agreement the terms of this Agreement shall prevail.

Section 9 - Security of Buildings. Because of the increasing problem of security in our school buildings, the School Board has authorized the Director of Buildings and Grounds to determine when school custodians are needed for use of school facilities by school and out-of-school groups.

Section 10 - Safety Glasses. Safety glasses will be provided for all custodial and maintenance men/women and shall be worn at all times when needed. If a question should arise, the person in charge shall decide the need.

### Section 11 - Performance Evaluations

#### **Purpose:**

The purpose of performance evaluations is to provide the employee and supervisor with an opportunity to identify strengths and weaknesses of the employee. The evaluation process is **nondisciplinary** in nature. The Union reserves the right to argue the validity of an evaluation in cases where the evaluation is used to support disciplinary action.

#### **Procedure:**

The custodial employees' administrative supervisor will be responsible for the evaluation after obtaining input from other supervisors of the employee. This evaluation will take place at the following intervals: 1) Probationary employees will be evaluated once near the end of their six-month probationary period. 2) Employees new to a building or an assignment will be evaluated during the first year of their new assignment. 3) All other employees will be evaluated at least once every two years while in the same assignment.

Each employee will receive a copy of the evaluation form at least five (5) working days prior to the conference between the employee and the evaluator. Both the employee and the evaluator will complete the form and bring it with them to the evaluation meeting.

The custodial employee and the administrative supervisors will share the information on the self-evaluation form and the administrative supervisors form. Included in the discussion will be the assessment of the employees meeting of the prior year's growth plan, if available.

This document will be witnessed and signed by supervisors and employees and placed in the employee's confidential file.

#### **Copy of Evaluation:**

Each employee shall receive a copy of his/her evaluation at the time the evaluation is completed and shall have a discussion regarding the evaluation with the employee's supervisor.

Section 12 - Low Pressure Boiler Certificate Effective July 1, 1991, all permanent Custodian III-Facility Head Custodians and the permanent Custodian IV- High School Custodian will be required to possess a low pressure boiler certificate. However, all permanent Custodian III-Facility Head Custodians and the Custodian IV-High School Custodian employed before July 1, 1991, will be “grand-fathered” and will not be required to hold a low pressure boiler license. The District Plumber will be required to hold a valid low pressure boiler license. The district shall pay for this class and the annual license fee.

The District will reimburse all Custodian III - Facility Head Custodians and the Custodian VI - High School Custodian for the certificate renewal fee for the low pressure boiler certificate.

Section 13 - Commercial Driver's License. All currently employed Maintenance Worker VI - General Employees must possess a valid commercial driver's license by April 1, 1992. All other Maintenance Worker VI - General Employees who are employed in a permanent position in said classification shall obtain a valid commercial driver's license within sixty (60) calendar days of assuming said position.

All such employees will have reasonable time off to take the written and road test, the District will pay any fees for the test, the District will provide all necessary certification and/or test vehicles for the test, and the District will pay for the initial license and license renewal fees.

Section 14 - Certified Pool Operator. Effective July 1, 1997, all currently employed and/or new high school Head Custodian, Night Supervisor, Field House Supervisor (days), Field House Custodian II and Field House Custodian II (weekends) must possess a valid and current Certified Pool Operator license.

New hires and current employees shall be allowed three (3) attempts within a six (6) month period to obtain a Certified Pool Operator license.

The District will pay for the certification, licensing, mileage and all other approved travel expenses incurred to achieve such licensing for two (2) attempts. If the employee does not successfully pass the certification during this time, then the District will be responsible for payment of the certification and/or licensing only for additional attempts. The District will also pay for license renewal fees.

### **ARTICLE XXIII - ESTABLISHMENT OF SAFETY COMMITTEE**

The Director of Buildings and Grounds shall establish a Safety Committee, including Union representatives from each building, for the purpose of making recommendations for the maintenance of safe and healthful working conditions for all employees. Any member of the Safety Committee may request a meeting regarding safety issues by submitting a written request to the Director of Buildings and Grounds.

## ARTICLE XXIV - FAIR SHARE

Section 1. Each employee who is a member of the bargaining unit and who is a covered employee as defined in Section 3 of this Article, shall pay to the Union through payroll deduction, amounts equal to the periodic dues applicable to Union members, as certified by the Union Treasurer.

Section 2. Effective the first payroll period following the effective date of this contract, and each pay period thereafter during the term of the current collective bargaining agreement between the parties, and unless otherwise terminated as hereinafter provided, the employer shall deduct from the bi-weekly earnings of the employees specified herein an amount equal to such employee's proportionate share of the cost of the collective bargaining process and contract administration as measured by dues uniformly required of Union members, and pay such amount to the treasurer of the certified bargaining representative of such employee within thirty (30) days after such deduction is made, provided:

1. Present Employees: As to persons employed on the effective date of this Agreement, such deduction shall be made and forwarded to the treasurer of the bargaining representative.
2. New Employees: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new employees in the first pay period following thirty (30) days from date of hire.
3. Employees on layoff or leave of absence or other status in which they receive no pay are excluded.
4. Temporary Employees: Employees hired for a temporary position or to fill a position on a temporary basis within a classification as set forth under Appendix A shall receive health insurance benefits after six (6) months of employment. Health insurance benefits shall be pro rated based upon the hours of work of the employee. An employee hired on a temporary basis shall not have any right to the position if the employee on the leave does not return to the position. The temporary employee may post for the position but shall not receive any preferential treatment.

Section 3 - Limited Use of Funds. In order to ensure that any such deduction represents the proportionate share of each employee in the bargaining unit of the costs of collective bargaining and contract administration, it is agreed as follows:

1. For the purposes of this paragraph the phrase "cost of collective bargaining process and contract administration" shall not include any funds allocated for, or devoted to, the advancement of the candidacy

of any person for any political office, or the advancement of any local, state or federal legislation.

2. Any increase in dues or fair share amounts to be deducted shall be certified by the Union to the Director of Business Services at least thirty (30) days before the start of the pay period, the pay period the increased deduction is to be effected.

Section 4 - Forfeiture. In the event that the bargaining representative, its officers, agents or any of its members acting in concert with one another, engage in or encourage any strike or work stoppage against the employer, the deduction and payments of fair share contributions made in accordance with this Agreement shall be terminated forthwith by the employer. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any employee, nor shall any payment whatever be made to the treasurer of the bargaining representative by the employer, except that if the Union complies with Article IV and is not sanctioning such strike or work stoppage this provision shall not be operative.

Section 5 - Responsibilities of the Employer and the Collective Bargaining Representative.

If an error is discovered with respect to deductions under this provision, the employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the collective bargaining representative. The employer shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for the remittance of payment of any sum other than that constituting actual deductions made from employee wages earned.

Section 6 - Save Harmless Clause. Local 1486 and District Council 48, AFSCME, AFL-CIO, do hereby indemnify and shall save the Board harmless against any and all claims, costs, interests, demands, suits or other forms of liability including court costs or attorney fees that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this Agreement, and in reliance on any list of certificates which have been furnished to the Board pursuant to this Article, provided that the defense against any such claims, costs, interest, demands, suits, or other forms of liability shall be under the exclusive control of the Union and its attorneys.

## **ARTICLE XXV - DUPLICATION OF CONTRACT**

The Board shall provide sixty (60) copies of this Agreement upon the ratification by both parties.

## **ARTICLE XXVI - PRESENTATION OF REQUESTS**

Each party shall exchange with and present to the other party its written initial bargaining proposals on or before April 1, 2012.

## **ARTICLE XXVII - ENTIRETY OF AGREEMENT**

Section 1. This Agreement may be amended by mutual consent of the parties. Such amendments shall be in writing.

Section 2. If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 3. The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

## **ARTICLE XXVIII - UNION ACTIVITIES**

Section 1 - Grievance Time and Access to Work Areas. The Union shall furnish the names of stewards to the School Board. A steward or an officer shall be permitted reasonable time to investigate and process grievances during regular working hours with permission of the Director of Buildings and Grounds and this permission shall not be unreasonably denied.

Those authorized Union representatives who are not employees shall be permitted reasonable access to school work areas in order to conduct legitimate business. Such representative must secure permission from the Board or their authorized representative in order to meet with the employee on Board time.

Section 2 - Access to Records. The Board shall provide Union Officers, stewards or their duly authorized representatives access to the following records:

1. Records pertaining to the wages, hours, or working conditions of the employees in the bargaining unit including, but not limited to, current information on overtime, use of sick leave, longevity dates and vacation use.
2. Any records concerning appointment and promotion of personnel in the bargaining unit, excluding confidential records.

Section 3 - Union Business. Officers and stewards shall be granted leaves of absence to participate in Union business and affairs, upon reasonable notice and consultation with the Director of Buildings and Grounds. Union business and affairs shall be interpreted to include Union business which is conducted off the premises of the Whitefish Bay School District. Time lost due to these activities shall be made up as soon as possible.

Section 4 - Leaves of Absence for Union Conventions. A maximum of two (2) union officers and/or stewards shall be allowed leaves of absence with pay for three (3) days for the Wisconsin State AFL-CIO Convention and five (5) days with pay for the International Convention of the American Federation of State, County and Municipal Employees (AFL-CIO) providing that such absences do not result in duplicate wage payments by unions, and that written verification of non-duplicated wage payments be submitted in advance to the Director of Business Services. Those officers or stewards requesting these leaves must show the Director of Business Services the credentials to these conventions which verify they are delegates or alternate delegates.

Agreement between the North Shore Suburban Employees, Local No. 1486, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, and affiliated with Milwaukee District Council No. 48, and the School Board of the School District of Whitefish Bay.

#### **Article XXIV - Tuition Reimbursement**

The District will provide employees in the bargaining unit with tuition reimbursement of Three Hundred Dollars (\$300.00) per semester if the following conditions are met:

1. The employee must choose a course related to the improvement of the employee's ability to perform on her/his present job or to a reasonable promotional goal.
2. The course must be taken on the employee's own time unless other arrangements have been made with prior approval of the Director of Buildings and Grounds.
3. Those employees whose participation in a course depends upon reimbursement must submit the request for approval early enough to receive approval before the course begins.
4. The employee must present evidence of the amount of tuition paid and of satisfactory completion ("B" grade or higher for graded courses/pass for non-graded courses) in order to receive the tuition reimbursement.

Dated at Whitefish Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WHITEFISH BAY SCHOOL BOARD

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Treasurer

LOCAL NO. 1486, CHARTERED BY THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO, AND  
AFFILIATED WITH  
MILWAUKEE DISTRICT COUNCIL 48

By: \_\_\_\_\_  
President

MILWAUKEE DISTRICT COUNCIL 48

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Staff Representative

**APPENDIX A**

Wages for each year of the negotiated agreement are as follows:

2009-2010 represent a 0.00% increase, applied to each step, in addition, All employees will be frozen and not receive step movement for the 2009-2010 contract year only. 2010-2011 represent a 2.50% increase applied to each step, and 2011-2012 represent a 2.50% increase applied to each step.

The High School Head Custodian shall receive \$0.20 per hour additional compensation in consideration of responsibilities associated with the position.

**2009 - 10**

	<b><u>Custodian I</u></b>	<b><u>Custodian II</u></b>	<b><u>Custodian III</u></b>	<b><u>Maintenance</u></b>
0-12 Months	13.70	15.03	15.38	16.49
12-24 Months	14.79	16.45	16.95	17.89
24-36 Months	15.90	17.86	18.55	19.33
36-48 Months	16.93	19.16	19.95	20.67
48-60 Months	17.90	20.52	21.40	22.24
60-72 Months	19.25	22.16	23.33	23.54

**2010 - 11**

	<b><u>Custodian I</u></b>	<b><u>Custodian II</u></b>	<b><u>Custodian III</u></b>	<b><u>Maintenance</u></b>
0-12 Months	14.04	15.41	15.76	16.90
12-24 Months	15.16	16.86	17.37	18.34
24-36 Months	16.30	18.31	19.01	19.81
36-48 Months	17.35	19.64	20.45	21.19
48-60 Months	18.35	21.03	21.94	22.80
60-72 Months	19.73	22.71	23.91	24.13

**2011 - 12**

	<b><u>Custodian I</u></b>	<b><u>Custodian II</u></b>	<b><u>Custodian III</u></b>	<b><u>Maintenance</u></b>
0-12 Months	14.39	15.80	16.15	17.32
12-24 Months	15.54	17.28	17.80	18.80
24-36 Months	16.71	18.77	19.49	20.31
36-48 Months	17.78	20.13	20.96	21.72
48-60 Months	18.81	21.56	22.49	23.37
60-72 Months	20.22	23.28	24.51	24.73