

The Whitefish Bay School District



An Exceptional Place To Learn

CUSTODIAL AND MAINTENANCE EMPLOYEE EMPLOYMENT PROVISIONS

JULY 1, 2012

I. INTRODUCTION

The School District of Whitefish Bay's Custodial and Maintenance Employee Employment Provisions Handbook ("handbook") has been prepared for informational purposes only. It is not a contract. None of the provisions contained herein constitute a guarantee of any rights or benefits expressed or implied. The provisions set forth in this handbook may be altered, modified, changed, or eliminated at any time by the School Board at its sole discretion with or without notice. This handbook supersedes any and all previous handbooks, statements, policies, procedures, rules or regulations given to instructional employees, whether verbal or written. It is the responsibility of the employee to become familiar with the provisions set forth in this handbook as well as all applicable Board policies.

II. EQUAL OPPORTUNITY EMPLOYMENT

In accordance with School Board Policy 511, the School District of Whitefish Bay does not 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 laws.

III. HOURS OF WORK AND BENEFIT ENTITLEMENT

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.

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 above does not apply.

Premium Pay. Time and one-half the regular rate shall be paid for any hours over forty (40) in a week. Twice the regular rate shall be paid for any hours of work performed on legal holidays.

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.

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 above.

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.

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.

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.

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 make up the time lost at a date mutually agreed upon between the employee and employer.
- b. To take the time off without pay.

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.

Vacation: 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.

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.

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.

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.

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 (800 hours).

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.

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.

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. 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.

Sick Leave. 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. Twelve (12) 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 800 hours in a year.

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

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.

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

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. All employees shall notify the Director of Buildings and Grounds of their absence daily.

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.

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.

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.

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.

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.

Terminal Pay. Any employee 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. There is no provision for monetary compensation distribution. This benefit is only available to employees with over twenty (20) years of experience, and eligible to retire within five (5) years, as of July 1, 2012.

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.

Holidays. Employees 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.
10. The last normal work day of the year.
11. Spring Day (to be the Friday before Easter).

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.

Health Insurance. The Board will provide health insurance for single employees, and employees with families, with the employee paying 8% of the applicable premium. The payment for regular part-time employees shall be pro-rated according to the number of hours worked.

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 will be the same as the district contributes toward a single premium per month, or \$726.06 per month, whichever is less.

Any employee hired prior to July 1, 2006 must complete a minimum of fifteen (15) years of full-time service with the Whitefish Bay School System and attain an age of at least 57 years to be eligible for post-employment group health insurance. The District will provide group health insurance to eligible retirees, with the employee responsible for 8% of the premium, provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year.

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. The District will provide group health insurance to eligible retirees, with the employee responsible for 8% of the premium, provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year.

Any employee hired after July 1, 2011 will be ineligible for post-employment group health insurance.

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.

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.

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.

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.

Life Insurance. Employees are eligible to participate in the State of Wisconsin group life insurance program upon completion of a six (6) month membership in the Wisconsin Retirement Fund. Employees who elect not to participate must file a waiver not less than thirty (30) days prior to the end of the six (6) month period. The District shall pay the full premium for basic life insurance.

Pensions. Employees shall be covered under the State of Wisconsin Retirement Fund, in accordance with Section 66.90 of the Wisconsin Statutes. The Board pays the employer's contribution and the employee is responsible for the employee's contribution to the Wisconsin Retirement Fund.

Jury Duty. 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. 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. 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.

IV. WORKING CONDITIONS

Uniforms. The District will provide all custodial and maintenance employees with a standard uniform.

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.

Low Pressure Boiler Certificate. 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. 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.

Commercial Driver's License. All currently employed Maintenance Worker VI - General Employees must possess a valid commercial driver's license.. 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.

Certified Pool Operator. 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.

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.

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.

APPENDIX A

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

2011 - 12

	<u>Custodian I</u>	<u>Custodian II</u>	<u>Custodian III</u>	<u>Maintenance</u>
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

This salary schedule is based on the collectively bargained agreement through 2011-12. It may be amended as a result of collective bargaining for the 2012-13 school years. If amended, the revised salary schedule will be found [here](#).

