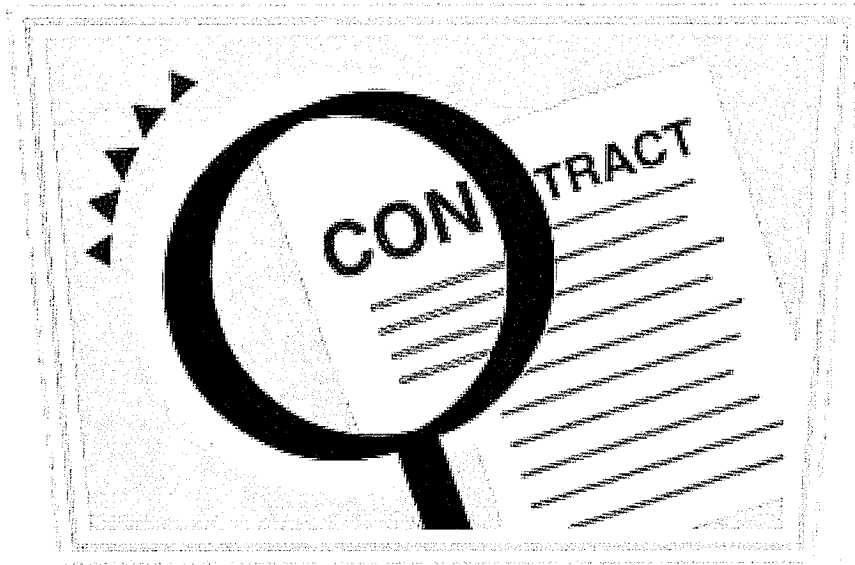


WAUNAKEE COMMUNITY SCHOOL DISTRICT

905 Bethel Circle
Wauwaukee, WI 53597



AGREEMENT

between

**WAUNAKEE COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and

AFSCME LOCAL 60

2011-2012

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AGREEMENT

THIS AGREEMENT is entered into by and between the Waunakee Community School District, hereinafter referred to as "District" or "Employer", and the Dane County Wisconsin Municipal Employees Local 60, AFSCME, AFL-CIO, hereinafter referred to as "Union".

1.0 RECOGNITION/REPRESENTATION

1.1 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time custodial and maintenance employees and employees with related duties of the Waunakee Community School District, excluding supervisory, managerial, confidential and craft employees, for the purposes of collective bargaining with the Employer or its lawfully authorized representatives on questions of wages, hours, and conditions of employment, pursuant to the certification of the WERC, Decision No. 27527-A dated February 12, 1993.

1.2 Representation

The employees shall be represented by Representatives of the Wisconsin Council of County and Municipal Employees or AFSCME and such employee representatives as the Union may designate as negotiating committee members, unit vice-president and stewards. The names and address of such representatives shall be furnished to the Employer by the Union. Whenever notice to the Union is required by this Agreement, notice shall be given to the unit vice-president and to Wisconsin Council of County and Municipal Employees.

2.0 DEFINITIONS OF EMPLOYEE

2.1 Regular Full-Time Employee

A regular full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) hours per week.

2.2 Regular Part-Time Employee

A regular part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week.

2.3 School Year Only Full-Time Employee

A school year only full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) hours per week during the school year only.

2.4 Weekend Employee

A weekend employee shall be defined as an employee who is regularly scheduled to work only Saturdays and/or Sundays, during the school year.

2.5 Substitute Employee

A substitute employee is defined as an employee who works in place of a regular full-time or part-time employee due to their absence. Absences by regular full time or part time employees may be filled by substitute employees. No individual substitute employee shall be employed longer than the period of an approved leave or six (6) months, whichever is less, unless extended by mutual agreement. Substitute employees are not covered by the terms of this agreement. The District shall not pay a substitute employee a wage at a rate greater than the base custodian wage.

2.6 Temporary Employee

A temporary employee shall be defined as an employee who is hired for a predetermined period of time not to exceed one hundred twenty (120) consecutive calendar days. Temporary employees shall not be used to displace or replace regular full-time or part-time employees or to avoid the need for filling such positions. The District shall provide advance written notice to the Union of its intention to use temporary employees and the dates during which such employee(s) will be employed. Temporary employees are not covered by the terms of this agreement. The District shall not pay a substitute employee a wage at a rate greater than the base custodian wage.

3.0 MANAGEMENT RIGHTS

3.1 Except as otherwise expressly nullified herein, the School Board has responsibility and authority to manage and direct all the operations and activities of the District to the full extent authorized by law; therefore, it is understood that the School Board retains, without limitation, all rights of possession, care, control and management and all powers, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, regulations and the Constitution of the State of Wisconsin, and/or the United States. These rights include, but are not limited by enumeration, the right to:

- A. Direct all operations of the school system;
- B. Establish and publish reasonable rules that may be amended from time to time;
- C. Create, reduce, modify, and eliminate positions within the school system;
- D. Hire, promote, transfer, establish schedules of work, and assign employees in positions within the school system;
- E. Suspend, discharge, and take other disciplinary action against employees;
- F. Relieve employees of their duties because of lack of work as determined in the sole discretion of the School Board;
- G. Maintain efficiency of school system operations;
- H. Take whatever action is necessary to comply with state or federal laws, or to comply with state or federal agency decisions or orders;

- I. Introduce new or improved methods or facilities;
- J. Determine, direct and manage the work force and assign work to employees on said jobs;
- K. Establish quality standards and evaluate employee performance;
- L. Determine the kinds and amounts of services to be performed as pertains to school district operations, the number and kind of classifications to perform such services, and the size and composition of the work force;
- M. Take whatever action is necessary to carry out the functions of the school system in situations of emergency.

The exercise of any of the retained and/or enumerated functions or rights shall not be deemed to exclude other functions of the School Board not specifically set forth. Any action in the exercise of its enumerated rights that the Union claims is contrary to a provision of this Agreement shall be subject to the grievance and arbitration procedure.

4.0 SUBCONTRACTING

- 4.1 The District has the right to subcontract for goods and services. No employee will be reduced in regular hours or laid off as a result of the operation of this provision.

5.0 APPLICABLE LAWS

- 5.1 The parties hereto agree to comply with all applicable state and federal laws.

6.0 DISCIPLINE AND DISCHARGE

6.1 Probation

For Employees Hired Prior to July 1, 2011: All newly hired regular full-time and regular part-time employees shall serve a six (6) month probationary period. During an employee's probationary period the Employer may discipline or discharge the employee, and said discipline or discharge shall not be subject to the grievance procedure. Probationary employees shall be subject to all terms of this Agreement except as otherwise expressly provided in this Agreement.

For Employees Hired on or after July 1, 2011: All newly hired regular full-time and regular part-time employees shall serve a twelve (12) month probationary period. During an employee's probationary period the Employer may discipline or discharge the employee, and said discipline or discharge shall not be subject to the grievance procedure. Probationary employees shall be subject to all terms of this Agreement except as otherwise expressly provided in this Agreement.

6.2 Non-probationary Employees

Employees who have completed the probationary period satisfactorily and are continued thereafter shall be entitled to all rights and protection granted by this Agreement retroactive to the original date of employment. Such employees may be disciplined or discharged for cause.

7.0 GRIEVANCE AND ARBITRATION PROCEDURE

- 7.1 A "grievance" is defined as a dispute involving the interpretation, meaning or application of this Agreement.
- 7.2 A Grievant may be an employee, group of employees or the Union.
- 7.3 The term "days" when used in this article shall mean working days, excluding Saturday, Sunday and holidays.
- 7.4 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable and reasonable solutions to the grievance(s) which may arise. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. (Failure of the grievant to file and process the grievance within timelines set forth in this article shall be deemed a settlement and waiver of the grievance). The time limits specified may, however, be extended by mutual agreement.
- 7.5 Grievances involving the discharge of an employee or the general interpretation, application or compliance with this Agreement may be initiated with the third step of the procedure, by the Union.
- 7.6 At all levels of the Grievance Procedure a representative of the Union shall be afforded the opportunity to be present.
- 7.7 **Grievance Procedure**

Grievances shall be processed as follows:

Step 1: The aggrieved employee shall first discuss this grievance with the Director of Buildings and Grounds either alone or with a Union representative with the objective of resolving the matter. Such discussion must take place within fifteen (15) days after the employee knew or should have known of the event giving rise to said grievance. The Director of Buildings and Grounds shall within ten (10) days after presentation of the grievance orally inform the employee and Union representative of his/her decision.

Step 2: If the grievance is not settled at Step 1, the employee or Union representative shall prepare a written grievance and present it to the Director of Human Resources within ten (10) days after the oral decision in Step 1 or if no response is given, within ten (10) days after the date the oral decision was due. The Director of Human Resources shall further investigate the grievance and submit this decision to the grievant and the Union representative in writing within

ten (10) days after receiving written grievance.

Step 3: If the grievance is not settled at step 2, the employee and/or a Union representative may appeal the written grievance to the District Administrator within ten (10) days after receipt of the written decision of the Director of Human Resources or, if no response is given, within ten (10) days after the date that the written decision of the Director of Human Resources was due. The District Administrator shall discuss the grievance with the employee, and his/her Union representative shall be afforded the opportunity to be present at such conference. The District Administrator shall respond in writing within ten (10) days after said conference.

Step 4: If the grievance is not settled at Step 3, the employee and/or a Union representative may appeal the written grievance to the School Board within ten (10) days after receipt of the written decision of the District Administrator or, if no response is given, within ten (10) days after the date that the written decision of the District Administrator was due. After receiving the appeal of the written grievance, the Employer shall meet with the aggrieved person and Union representative to discuss and attempt to resolve the grievance at the next regularly scheduled meeting which can be properly noticed in the official newspaper. The School Board shall respond in writing within ten (10) days after said meeting.

7.8 Arbitration Procedure

- A. Notice: If a satisfactory settlement has not been reached in Step 4, the Union shall notify the District Administrator in writing within twenty (20) days after receipt of the written decision of the School Board or, if no response is given, within twenty (20) days after the date that the written decision of the School Board was due that they intend to process the grievance to arbitration.
- B. Selection of an Arbitrator: Either party may request the WERC to submit the names of five (5) arbitrators for consideration. The arbitrator shall be selected by alternate striking of names with the moving party beginning with the first strike. The remaining person shall serve as arbitrator.
- C. The Arbitration Hearing: The arbitrator selected or appointed shall meet with the parties at a mutually agreeable time and date to review the evidence and to hear testimony related to the grievance. Upon completion of the hearing, the arbitrator shall render a written decision to the parties which shall be final and binding upon both parties.
- D. Costs: The parties shall share equally costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs of witnesses and all other out-of-pocket expenses, including possible attorneys' fees. The grievant and union vice-president shall suffer no loss of wages for attending the arbitration hearing.
- E. Decision of the Arbitrator: The arbitrator shall have no power or jurisdiction to add to, subtract from, modify or amend any term of this Agreement.

8.0 HOURS OF WORK/OVERTIME/COMP TIME

8.1 Schedules

The Director of Facilities shall establish a regular schedule of hours. Effective with the execution of this Agreement, the regular schedule of hours shall be the hours currently worked by unit employees. The regular schedule may be changed from time to time for operational reasons; however the Director shall whenever possible provide one (1) week's advance notice to all employees so affected.

8.2 Hours of Work

The normal workday for all full time employees shall be no more than eight (8) hours per day. The normal workweek for all full time employees shall be forty (40) hours per week. An individual's normal schedule of forty (40) hours per week may include work on Saturdays at a building where services are routinely provided. This article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

8.3 Overtime

Work in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1 1/2) the employee's normal hourly rate of pay. All overtime hours must have the prior approval of the Director of Facilities. The employer reserves the right to schedule overtime work as required in a manner consistent with the requirements of the School District.

8.4 Compensatory Time

Compensatory time is earned at the rate of one and one-half (1 1/2) times the number of overtime hours actually worked and may be used in lieu of overtime payment. The scheduling of compensatory time off shall be done by the Director of Buildings and Grounds. Compensatory time shall be utilized in increments of no less than one-half (1/2) day or four hours, and no more than one day (1) or eight hours. Consecutive comp days shall not be approved and comp days shall not be approved in conjunction with vacation or personal days. An exception to this restriction may be made when the comp time is going to be used during winter or spring break, or other non-student days. All compensatory time earned between July 1st and December 31st must be taken by December 31st or paid out. A maximum of 24 hours of comp time may be taken during this timeframe; all remaining hours earned shall be paid out. All compensatory time earned between January 1st and June 30th must be taken by June 30th or paid out. A maximum of 24 hours of comp time may be taken during this timeframe; all remaining hours earned shall be paid out.

8.5 Breaks

A thirty (30) minute unpaid lunch period shall be scheduled by the employee's supervisor. Each full time employee shall receive two (2) paid fifteen (15) minute breaks as scheduled by the employee's supervisor. Employees working three (3) hours or more but less than full time (eight hours) per day shall receive one (1) such break.

8.6 Snow or Emergency Days

Unless directed otherwise by his or her immediate supervisor, custodial and maintenance employees are to report to work on days declared by the superintendent to be snow or emergency days. In the event the employee finds it impossible to report for work, or if he or she is directed not to report for work, he or she shall be paid for up to two (2) snow or emergency days per contract year. Employees who work on the first two snow or emergency days shall be able to take the same number of hours worked on the snow or emergency day, as personal leave time on a future day. The personal leave time shall be approved by the Director of Buildings and Grounds, and shall be used during the contract year or lost, it shall not carry over, and shall not be paid out. If there are more than two (2) snow or emergency days in any given year, employees shall be expected to report for work. In the event an employee finds it impossible to report for work, he or she may utilize personal leave, comp time, or vacation time, at the discretion of his or her immediate supervisor. In the event of a late start or early release due to a snow or emergency day, hours not worked but paid shall count toward the 2 days (16 hours) of paid snow or emergency time.

8.7 Building Checks

Custodial and maintenance employees will receive two (2) hours' pay at their regular rate for building checks at the high school and one (1) hour's pay at their regular rate for building checks in all other buildings required to be conducted on weekends. Custodial and maintenance employees will receive and two (2) hours' pay at two (2) times their regular rate for building checks at the high school and one (1) hour's pay at two (2) times their regular rate for building checks in all other buildings required to be conducted on holidays.

8.8 If employees are called back to work after having completed their regular work hours and leaving for the day, or are called to work and leave again before the start of their regular shift, they shall be paid for a minimum of two (2) hours at time and one-half their regular rate of pay for hours that are unattached to other hours worked that day.

9.0 LAYOFF AND RECALL

9.1 In the event the District determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the provisions set forth in this article shall apply. The district shall not administer an "across the board" partial layoff.

9.2 The District will, if practicable, give at least thirty (30) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff. A copy of this notice will be sent to the vice-president of the Union.

9.3 Selection for Reduction

In the implementation of staff reductions under this article, individual employees shall be selected for full or partial layoff in accordance with the following steps.

Step 1 - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.

Step 2: If layoff becomes necessary, seasonal and temporary employees will be laid off before bargaining unit employees.

Step 3: Employees will be laid off on the basis of relative abilities and qualifications within the classification as determined by the District. Decisions shall not be made in an arbitrary or capricious manner. An employee's wages shall not be a factor considered in selection for layoff. Classifications for the purpose of this article shall be defined as:

- a. Maintenance
- b. Head Custodian
- c. Custodian

Step 4 - Reduction in Hours: Full-time employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as seniority, sick leave, and vacation earned as a full-time employee. Reduced in time employees shall have all the rights and privileges of full-time bargaining unit members under this Agreement except that economic provisions will be prorated to be consistent with the portion of a full-time position held.

9.4 Recall

- A. Laid-off employees shall retain the right to be called for a period of eighteen (18) months after the employee's last day of work in the District.
- B. If the District has a vacant position available for which a laid-off employee is qualified as determined by the District, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in the notice but no earlier than fifteen (15) days from the date of notice.
- C. Employees shall be notified of recall by registered mail. The employee shall respond to the recall within five (5) days of receipt of the notice. It shall be the responsibility of the employee to keep the District advised of his/her current whereabouts. The District shall simultaneously provide the Union with the copies of any recall notice sent under this section. An employee's failure to respond to the recall will be considered a waiver of that employee's recall rights.
- D. Recall rights shall end should an employee refuse recall to a position in the bargaining unit with an FTE status equivalent to their former position. Casual or substitute work with the District during the recall period shall not extend the recall period.

- E. No new hires in the bargaining unit may be made by the District while there are employees who have been laid off or reduced in hours who are willing, available, and qualified to fill the vacancy.

9.5 Benefits During Layoff

- A. Laid-off employees who are eligible may continue group insurance coverage available through the District during the recall period by reimbursing the District for premium costs. Nothing in this section shall be construed as expanding upon state or federal COBRA rights.
- B. Laid-off employees shall suffer no loss of sick leave or other accrued benefits or seniority accrual when rehired. Sick leave days, seniority time, and other benefits shall not accrue while an employee is on full layoff status.
- C. No employee on full layoff shall be precluded from securing other employment while on layoff status.

10.0 SENIORITY

10.1 Definition

Seniority is established by the total years of service with the District's calculation to begin with the first date of permanent employment with the District. An approved leave of absence shall not constitute a break in seniority. No encumbered employee is to be disadvantaged as this applies to employees hired after July 1, 1998.

A new employee shall not attain any seniority rights until he/she has completed the probationary period. Upon completion of the probationary period, employees shall have their anniversary date established at the original date of hire, except as provided elsewhere in this Agreement. It shall be the policy of the District to recognize seniority in case of vacation preference as noted in section 14.2.

10.2 Seniority List

The District will annually, on or before June 30th, produce a seniority list and forward that list to the vice-president of the Union. The list will include the names, classification, rate of pay, date of hire and work location of all employees.

10.3 Loss of Seniority

Seniority shall be broken if an employee:

- A. Quits.
- B. Is discharged.
- C. Fails to report to work upon expiration of a leave of absence.
- D. Retires.
- E. Voluntarily transfers to a non-bargaining unit position.

- F. Is on layoff for the length of seniority of eighteen (18) months, whichever is the shorter period.
- G. Failure to report to work within the time frame set forth in a recall notice.

11.0 TRANSFERS AND VACANCIES

- 11.1 Employees will give written notice of termination of employment at least two weeks prior to the last day of work. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his/her last pay check.
- 11.2 When a position becomes vacant or a new position is created, notice of such available position shall be posted on a designated bulletin board in each school building. The notice shall include the date of posting, a description of the position available, hours of work, shift, work location, pay range, and the qualifications required for the position
- 11.3 Qualified personnel may apply for the vacant position without resigning their present position in the District, and if selected shall retain their bargaining unit seniority.
- 11.4 A bargaining unit employee who applies for a vacant position prior to the end of the posting period may be granted an interview for the position, and if qualified, may be awarded the position.
- 11.5 The employer may select the best qualified applicant based upon an impartial assessment of the relative ability, training, qualifications, experience, and performance among the applicants. The term applicant refers to internal and external applicants. In the event two or more equally qualified applicants shall apply for a position, the internal applicant shall be selected.
- 11.6 The District retains the right to determine the qualifications needed for any vacant position.
- 11.7 **Transfers**
 - A. When a vacant position occurs, bargaining unit employees shall have the opportunity to apply for a transfer to such vacant position.
 - B. A bargaining unit employee who wishes to transfer to a vacant position shall file a written application for the position with the Director of Human Resources or other person designated by the District on the job posting.

12.0 LEAVES OF ABSENCE

Leaves of absence shall be provided to each bargaining unit employee according to the following provisions:

12.1 Sick Leave

- A. Each employee shall be credited with one (1) day of paid sick leave per month. Sick leave, though credited at the beginning of each fiscal year, following the first year of

employment is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.

Such leave may be utilized for:

- 1) Personal illness
 - 2) Doctor or dentist appointments of employee, spouse or child which cannot be scheduled outside the employee's regular workday (e.g. regular physical, regular dental check-ups can be scheduled outside work schedule).
- B. Unused sick leave shall be accumulated up to a maximum of one hundred twenty (120) days.
- C. Sick leave may be utilized in increments of no less than one-half (1/2) day or four hours.

12.2 Jury Duty Leave

- A. A non-accumulative leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court.
- B. An employee must notify his/her immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his/her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.
- C. An employee who is unable to report for work because of jury duty will be paid the regular hours he/she is scheduled to work.
- D. The employee will send a copy of the check received from serving on the jury to the bookkeeper and will be docked that amount (less any travel expenses received) on the next payroll.
- E. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.
- F. The above provisions on jury duty affect an employee only if he/she is called to serve on a jury during the period the employee normally works (i.e. School Year employees are only affected if called to serve on a jury during the School Year working period).

12.3 Personal Leave

- A. Two days of personal leave, which is an absence for a short period of time for personal reasons, other than recreational reasons, not covered by sick or emergency leave, may be granted to non-teaching personnel so that they may conduct personal business that cannot be conducted outside the normal school hours.

- B. Such personal leave will not be granted during the first and last week of the school term or the day before or after holidays or vacations. All requests for personal leave must be submitted to and approved by the Director of Human Resources.
- C. District-wide there will be a maximum of two (2) employees granted personal leave on any one (1) day. The personal leave day used under this article will not be deducted from accumulated sick leave. Personal leave shall be utilized in increments of no less than one-half (1/2) day or four hours.

12.4 Bereavement and Emergency Leave

Up to five (5) days of paid leave may be used in the event of the death of an employee's or spouse's parent, grandparent, sibling or brothers and sisters-in-law. Up to five (5) days of paid leave shall be granted to an employee in the event of the death of his/her spouse or child. Such days shall be deducted from accumulated sick leave. If the employee does not possess any accumulated sick leave such days will be granted as unpaid leave. Employees may request sick leave for attendance at funerals not covered under bereavement leave. Verification of attendance may be required.

12.5 Other

- A. Leaves of absence without pay may be granted by the District. Such leaves may be for education, medical reasons, maternity, military or National Guard service, civic duties or for other purposes approved by the District.
- B. The unpaid leave requests must be submitted at least four (4) weeks in advance and shall include reasons for the request and the expected duration of the leave, not to exceed one (1) year. In an emergency, the District may waive all or part of the advance notice requirement.
- C. The unpaid leave requires the approval of the Employer or Director of Human Resources.
- D. After the initial thirty (30) days of unpaid leave, no benefits shall be received nor shall the leave serve as experience credit for seniority or for any other purposes. Employees may continue District insurance coverage at their own expense if permitted by District policies in effect at the time.
- E. The granting of unpaid leave, the length of time for such leave, and the number of employees taking this leave, shall be at the sole discretion of the District. Requests for unpaid leave are nonprecedental and will be dealt with on an individual basis.
- F. Taking on unpaid leave without having received prior approval for the leave is a serious offense which may result in an unpaid suspension or discharge.

13.0 HOLIDAYS

13.1 Holiday Schedule

All regular calendar year full-time employees will be paid for the following ten (10) holidays.

Fourth of July	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Full Day on 4/10/09 and 4/2/10 and 4/22/11
Day After Thanksgiving	Memorial Day
Christmas Eve Day	
Christmas Day	

13.2 Eligibility

- A. To qualify for holiday pay an eligible employee must be on the active payroll of the District and must have worked on his/her regularly scheduled work day immediately preceding and immediately following the paid holiday, unless a scheduled vacation is taken, an illness is verified by a physician's certificate, or the employee is otherwise excused by the District Administrator.
- B. Employees will be paid on the basis of their normal straight-time wage rate.
- C. If a paid holiday falls on a Saturday, the previous Friday shall be considered the holiday. If a paid holiday falls on a Sunday, the following Monday shall be construed the holiday unless it falls on a student contact day.
- D. Holidays Falling on Student Contact Days: If any of the holidays listed in section 13.2, subsection A and subsection B, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a holiday on a date determined by the Administration.
- E. Regular calendar year part-time employees are eligible for prorated holiday benefits under this article based on 2080 hours.
- F. Any employee required to work on a holiday for which they are eligible to receive holiday pay shall receive their holiday pay, plus two times the regular hourly rate of pay. The employee must attach to the applicable timecard, written verification from the Director of Buildings and Grounds, that they were required to work on the holiday.

14.0 VACATIONS

14.1 Vacation Schedule

All regular calendar year full-time employees shall be entitled to vacation leaves with pay in accordance with the following schedule:

- Two (2) weeks (10 days) after one (1) year of service;
- Three (3) weeks (15 days) after six (6) years of service;
- Four (4) weeks (20 days) after eleven (11) years of service.
- Five (5) weeks (25 days) after twenty (20) years of service.

14.2 Eligibility

- A. Employees must be employed by the District for one year before they are eligible for a paid vacation.
- B. Selection of vacation dates must have prior written approval of the Director of Facilities and the Director of Human Resources. If conflicts between employees arise as to vacation scheduling, preference will be given in order of seniority, provided that the vacation requests have been submitted at least six months in advance. The Director of Facilities may limit the length of an employee's vacation to one-week increments, and reserves the right to approve the scheduling of vacation so as not to interrupt the operations of the District.
- C. Vacation days may be taken in blocks of not less than one-half (1/2) day (4 hours), and are to be utilized during the year they are earned or they will be forfeited.
- D. Vacation pay shall be computed at the employee's regularly scheduled hours during the preceding twelve (12) months and the employee's regular hourly rate of pay for each week of vacation.
- E. All regular calendar year twelve (12) month part-time employees working more than 20 hours per week will be eligible to receive a prorated share of vacation leave based on 2080 hours.
- F. An eligible employee who properly resigns his/her employment by providing a minimum of two (2) weeks written notice to the Director of Human Resources shall receive accrued but unused vacation pay on a prorated basis. Discharged employees shall not receive vacation pay.
- G. Employees may carry over up to five (5) days of vacation to the next calendar year. These are not accumulative.
- H. All school year only full-time employees will be eligible to receive a prorated share of vacation based upon a 2080 hour per year full-time equivalency.

15.0 BENEFITS

15.1 Health Insurance

The district shall provide health insurance for members of the bargaining unit under the following scale:

Single Coverage: No less than eighty-eight percent (88%) of the premium of the lowest cost health insurance plan.

Family Coverage (both spouses employed by the District): The Board of Education shall provide 100% of the premium of one family insurance policy unless one of the spouses elects to take the Alternative Benefit Plan. If one of the spouses elects the ABP, The Board of Education shall provide no less than eighty-eight percent (88%) of the premium of the lowest cost health insurance plan.

Family Coverage: (one spouse employed by the District): No less than eighty-eight percent (88%) of the premium of the lowest cost health insurance plan.

The insurance carrier(s), program(s), and coverages will be selected and determined by the Board of Education.

Regular full time and part time employees, working at least twenty (20) hours per week, are eligible to participate in the health insurance benefits provided in this article. Premium payments by the District shall be pro-rated for part time staff based on 2080 hours per year as a full time base.

15.2 Dental Insurance

The District shall provide dental insurance for members of the bargaining unit under the following scale:

Single Coverage: No less than eighty-eight percent (88%) of the premium.

Family Coverage (both spouses employed by the District): 100% of the premium of one family insurance policy .

Family Coverage: (one spouse employed by the District): No less than eighty-eight percent (88%) of the premium.

The insurance carrier(s), program(s), and coverages will be selected and determined by the Board of Education.

Regular full time and part time employees, working at least twenty (20) hours per week, are eligible to participate in the dental insurance benefits provided in this article. Premium payments by the District shall be pro-rated for part time staff based on 2080 hours per year as a full time base.

15.3 Life Insurance

The District will provide 100% of the cost for a term life insurance policy which will provide an amount equal to the employee's present annual compensation rounded to the nearest \$1000.

The insurance carrier(s), program(s), and coverages will be selected and determined by the Board of Education.

15.4 Long Term Disability Insurance

The District agrees to provide a long-term disability plan. Benefit to be 90% of salary after 60 calendar days.

The insurance carrier(s), program(s), and coverages will be selected and determined by the Board of Education.

15.5 Flexible Benefits Program

The District shall provide a flexible benefits program. The District shall pay the monthly participation fee for each employee who opts to utilize the program.

15.6 Mileage

Employees who incur expense through the authorized (by the Business Manager) use of their private vehicle for school business shall be reimbursed the current IRS rate. A maximum meal allowance of \$7.00/breakfast; \$10/lunch; and \$20.00/dinner for authorized meals while on school business shall be utilized. Actual expenditures within the above maximums shall be reimbursed upon submission of an expense voucher with accompanying receipts and mileage statement.

15.7 Uniforms

The district shall provide employees with four (4) uniform shirts or the equivalent dollar value in other apparel upon satisfactory completion of his/her probationary period. The district shall provide employees with three (3) shirts or the equivalent dollar value in other apparel on an annual basis thereafter. Maintenance staff shall receive four (4) shirts or the equivalent dollar value in other apparel on an annual basis. All custodial/maintenance staff member shall be required to wear the district-purchased apparel during their work shift. Uniform shirts shall be mandatory, except as approved by the Director of Buildings and Grounds.

15.8 Physical Exam

The employer shall provide for the initial employment physical at one of the local clinics at employer expense. The employee may elect to have a physical at another clinic or provider at his/her own expense.

15.9 Inservice

Employees shall receive reimbursement or pay for inservice activities in accordance with District adopted guidelines for all classified (non-professional) staff.

15.10 Payday

Employees shall be paid on the normal District paydays (twice monthly). When this date falls on a Saturday, Sunday, or on a bank holiday payment shall be made on the preceding business day. All payments shall be made via direct deposit. The district shall provide all payroll information electronically.

15.11 Retirement

Employees who have been employed at least 15 years in the Waunakee School District and who have reached the age of 55 shall be eligible to receive retirement benefits.

- A. Employees who plan to take retirement shall notify the Director of Human Resources of their intent to do so by three (3) months prior to their anticipated retirement date.
- B. Benefits: An employee retiring after age 55 shall receive a credit for unused sick days of \$110.00 per day up to a maximum of 120 unused sick days.

This credit will be known as the "Retirement Credit" and will be paid as set forth below.

If the retired employee is enrolled in the District's health care insurance plan at the time of retirement, the District shall continue to make premium payments for the retired employee for the period following the date of retirement to January first of the next year. The premium payments will reduce the balance of the Retirement Credit.

The remaining balance of the Retirement Credit shall be used solely for annual contributions to the Flexible Compensation Plan (the "Plan") beginning January first of the year following the effective date of retirement. The amount of the annual contribution to the Plan on behalf of the retired employee shall be determined as of the time of retirement based on enrollment of the retired employee in the District's health care insurance plan. For employees with single coverage at the time of retirement, the contribution to the plan shall be \$6,250.00 per year. For employees with family coverage or not participating in the District's health care plan, the contribution to the Plan shall be \$12,500.00 per year. The contributions shall be paid to the Plan in equal installments monthly. The amount allocated for cash payout by the retired employee shall be paid twice annually (June 30 and December 30).

The district may, after consulting with the insurance committee, prospectively increase the contribution uniformly for all retirees with an Retirement Credit balance for the next calendar year at least 30 days prior to the commencement of the next calendar year. When the balance of a retiree's Retirement Credit is reduced below the annual contribution amount, the entire remaining balance shall be the final contribution to the plan.

If, following retirement, the retired employee changes coverage in the District's health care insurance plan due to a change in family status as defined in the Plan, the District's contribution shall be changed to reflect the new coverage status of the retired employee effective as of the date of the next monthly payment due from the District to the Plan.

Benefits under the Flexible Compensation Plan shall be governed by the terms of the Plan and shall be elected by the retired employee in accordance with the terms of the Plan. In the event of any discrepancy between the Plan document and this contract, the terms of the Plan document shall control. The plan document shall provide for a Medicare supplemental plan for retired employees.

The Retirement Credit shall not be funded by the District, and no assets will be segregated, set aside, or otherwise restricted for payment of the Retirement Credit. No retired employee shall have any right to receive any portion of their Retirement Credit in any manner other than as provided in this section. A forfeiture of any amount under the Plan shall not be added back to the unused balance of the Retirement Credit, and the entire credit shall be forfeited upon death of the retiree.

The retired employee may, if permitted by the health care insurance provider, continue coverage under the health care insurance plan by paying the monthly plan premium directly to the insurance provider if such premium is not paid through the flexible Compensation Plan or if benefits available in the Plan are not sufficient to pay such premiums in full. The surviving spouse of a deceased retired employee may continue coverage under the health insurance plan by paying the monthly plan premium directly to the insurance provider as per COBRA.

If a retired employee dies while receiving a benefit under this article and is survived by a spouse, such person shall be eligible to receive any unused portion of the eligible retiree's benefit. The provision of insurance benefits to the surviving spouse is contingent upon the eligibility rules of the District's insurance carrier(s). Benefits payable to the spouse will not exceed, in combination with those already provided to the retiree before his/her death, those that would have been available to the eligible retiree if he/she had survived. The surviving spouse will receive the same benefit that was in effect on the date of the retiree's death; the surviving spouse shall have no right to change the form of benefit payment under the Flexible Benefit Plan.

- C. The Waunakee Community School District reserves the right at any time to unilaterally offer additional retirement benefits during a time-related window for employees who meet certain minimum age and service requirements.

15.12 Retirement

The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required Wisconsin Retirement System contribution pursuant to state statute requirements.

15.13 Salary Deferral Contributions to Tax Shelter Annuities.

The Board of Education does not maintain a Section 403 (b) tax shelter annuity ("TSA") plan which provides for contributions by the Board of Education or matching contributions. The Board of Education does allow employees to establish a TSA to be funded solely by voluntary employee salary reduction contributions which will be, in part, administered by Board of Education. In order to participate, employees must comply with all rules and regulations as established by the Board of Education in compliance with Internal Revenue Service code(s).

15.14 Alternative Benefit Plan [ABP] in Lieu of Health Insurance

- A. Bargaining unit members who are eligible for insurance as defined by the District's health insurance carrier may elect through the flexible reimbursement/cafeteria plan, as set forth in Article 15.5, either to be provided with the District's health insurance coverage as described above in Article 15.1 or to receive additional payment of cash compensation as set forth below. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- B. Employees eligible for insurance may annually choose, consistent with the terms of the District's flexible reimbursement/cafeteria plan as set forth in Article 15.5, between:
 - 1. Participation in the District's health plan, with the premium payment specified in Article 15.1 or
 - 2. A cash payment of \$300

Part-time employees who are employed at fifty percent (50%) or more of a full-time contract who select the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

- C. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- D. Where the employee chooses cash, the District shall facilitate the deferral of cash to a 403(b) plan.
 - 1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the employee cash unless the employee requests in writing to have the cash paid to a 403(b) vendor. The employee shall be permitted to change the 403(b) amount or vendor pursuant to Article 15.13, Salary Deferral Contributions to Tax Sheltered Annuities.
 - 2. The District shall pay the cash to the 403(b) vendor over twenty-four (24) pay periods. Amounts received as additional compensation, and deferred to a 403(b) vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose 403(b) salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the 403(b). The amount, which would have been contributed to the 403(b) except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

- E. Beginning Eligibility Date for Alternative Benefit Plan Payments:
 - 1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to or on the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year. The plan year shall be January 1 – December 31st. However, the parties agree to use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contribution is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
 - 2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the second payroll of any month. Absent a mid year cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria

plan election prior to each January 1st to permit the election of the cash option in the next cafeteria plan year. The plan year shall be January 1 – December 31st. Once the employee is eligible to begin ABP status, contributions will begin in that month.

- F. Any employee who waives participation in the District group health insurance plan and elects to receive cash compensation in lieu of health insurance may enroll in the group health insurance plan at a later date, pursuant to the late enrollment terms, timelines and conditions set forth in the group health insurance contract and the plan's cafeteria rules. The cash compensation payments shall cease effective with the month in which the employee commences participation in the group health insurance plan.

16.0 UNION PROVISIONS

16.1 Union Activities

- A. Union meetings shall not be held on District time.
- B. Union officers shall conduct Union business off the job as much as is reasonably possible. This provision shall not, however, preclude the Unit Vice President from engaging in the following activities during regular working hours without loss of regular wages:
 - 1. Posting Union notices on designated union bulletin board;
 - 2. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating and processing grievances;
- C. The Union shall advise the Employer of the names of its bargaining committee. The Union shall be allowed a total of three (3) committee members to engage in negotiations.

16.3 Bulletin Boards

The Employer shall provide bulletin board space in all buildings where employees work and allow the Union use thereof. All notices shall be posted by an authorized Union representative on the designated bulletin board and shall relate to the following:

- A. Union recreational and social affairs;
- B. Union meetings;
- C. Union appointments;
- D. Union elections;

- E. Results of Union elections;
- F. Reports of standing committees of the Union;
- G. Rulings or policies of the international union or other labor organizations with which the Union is affiliated;
- H. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as results of fact-finding, grievances, etc.

17.0 DUES DEDUCTION/FAIR SHARE

17.1 Dues Checkout

The Employer agrees to deduct Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregated deduction of all employees shall be remitted to the Treasurer of the local within 14 days of payroll date.

17.2 Fair Share

The Union as exclusive bargaining representative of all the employees in the bargaining unit, will represent all such employees fairly and equally. All employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration as certified by the Union. No employee shall be required to join the Union, but membership shall be available to all employees who apply.

17.3 Fair Share Deductions

The Employer agrees to deduct fair share costs as certified by the Union under the fair share agreement above and as allowed by law. Such deductions shall be remitted to the Treasurer of the local within 14 days of payroll date. The Union will provide changes in the amount to be deducted thirty (30) days before the effective date of the change. The Union shall provide the employees of the bargaining unit a mechanism for resolving disputes regarding whether expenditures by the Union are related to collective bargaining and contract administration.

17.4 Deduction List

The Employer will provide the Union with a list of employees from whom the above deductions are made with each remittance to the Union.

17.5 Legal Requirements

The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.

17.6 Hold Harmless

The AFSCME, AFLCIO, do hereby indemnify and shall hold the Waunakee Community School District Board of Education harmless against any and all claims, demands, suits, or other forms of liability, including court costs and reasonable attorney fees incurred in defense of said claims, demands, suits, etc., that shall arise out of or by reason of action taken or not taken by the Board in order to comply with the provisions of this Article and/or in reliance on any list or certificate which has been furnished to the Board pursuant to this Article.

18.0 NO STRIKE/SLOWDOWN

18.1 No Strike Clause

The Union agrees that neither it nor any officers, agents, or members will instigate, authorize, assist, or engage in any strike, slowdown, walkout, primary or secondary boycott against the District, or withhold in full or in part any services normally performed by bargaining unit members, or otherwise suspend work or interfere with operations of the District during the term of this Agreement.

18.2 Notice/Response

In the event of any violation of this article, the Union, upon notice thereof given in writing by the District shall meet the following requirements.:

- a) The Union shall, within four (4) hours after notice from the District, publicly declare that such action is unauthorized, and shall, within four(4) hours after notice from the District, orders its members to return to work, notwithstanding the existence of any wildcat picket line.
- b) The Union shall not question the unqualified right of the District to discipline or discharge employees engaging in, participating in, or encouraging such unauthorized strike action, except that any issue of fact as to participation shall be subject to the grievance procedure.

19.0 SALARY SCHEDULE

The District will not provide step movement for the 2011-2012 contract year. Employees' wage schedule step will be frozen at the same as 2010-2011. The District can increase the salary schedule without negotiating with the Union. The District's authority to take action pursuant to this provision shall sunset on June 30, 2012. Any actions taken by the District pursuant to this provision prior to the sunset date shall remain in effect.

CUSTODIANS	08-09	09-10	10-11
BASE	13.60	14.00	14.42
AFTER 12 MONTHS	13.89	14.31	14.74
AFTER 24 MONTHS	14.21	14.64	15.08
AFTER 36 MONTHS	14.51	14.95	15.40
AFTER 48 MONTHS	14.79	15.23	15.69
AFTER 60 MONTHS	15.35	15.81	16.28
AFTER 72 MONTHS	15.77	16.24	16.73
AFTER 96 MONTHS	15.99	16.47	16.96
AFTER 120 MONTHS	16.17	16.66	17.16
AFTER 144 MONTHS	16.40	16.89	17.40
AFTER 168 MONTHS	16.59	17.09	17.60
HEAD CUSTODIANS			
BASE	14.17	14.60	15.04
AFTER 12 MONTHS	14.58	15.02	15.47
AFTER 24 MONTHS	15.01	15.46	15.92
AFTER 36 MONTHS	15.43	15.89	16.37
AFTER 48 MONTHS	15.85	16.33	16.82
AFTER 60 MONTHS	16.27	16.76	17.26
AFTER 72 MONTHS	16.70	17.20	17.72
AFTER 96 MONTHS	17.04	17.55	18.08
AFTER 120 MONTHS	17.40	17.92	18.46
AFTER 144 MONTHS	17.76	18.29	18.84
AFTER 168 MONTHS	18.13	18.67	19.23
MAINTENANCE			
BASE	14.70	15.14	15.59
AFTER 12 MONTHS	15.17	15.63	16.10
AFTER 24 MONTHS	15.65	16.12	16.60
AFTER 36 MONTHS	16.13	16.61	17.11
AFTER 48 MONTHS	16.60	17.10	17.61
AFTER 60 MONTHS	17.11	17.62	18.15
AFTER 72 MONTHS	17.58	18.11	18.65
AFTER 96 MONTHS	17.93	18.47	19.02
AFTER 120 MONTHS	18.29	18.84	19.41
AFTER 144 MONTHS	18.70	19.26	19.84
AFTER 168 MONTHS	19.12	19.69	20.28

LONGEVITY			
AFTER 204 MONTHS	2% of Maximum		17 years
AFTER 240 MONTHS	4% of Maximum		20 years
AFTER 276 MONTHS	6% of Maximum		23 years

20.0 TERMS OF AGREEMENT

20.1 Entire Agreement

This Agreement, reached as a result of collective bargaining, represents the full and complete Agreement between the parties and supersedes all previous agreements and practices between the parties, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

20.2 Savings

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect for the duration of the Agreement, and the parties shall enter into collective bargaining, upon request, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

20.3 Successor

On or before March 1st of the year during which the Agreement expires, the Union shall present its proposal for a successor agreement to the District. No later than thirty (30) days from the date of the above-mentioned meeting, the District shall present its initial proposal to the Union. The parties will then convene in open session to review both proposals.

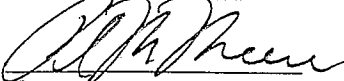
20.4 Amendments

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

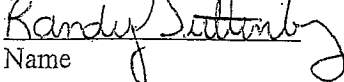
20.5 Duration

The provisions of this Agreement will be effective as of the 1st day of July, 2011, and shall continue and remain in full force and effect as binding the parties through the 30th day of June, 2012.

FOR EMPLOYER:



Name



Name

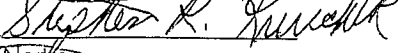
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Date

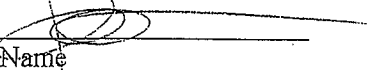
3/22/11

Date

FOR UNION:



Name



Name

3-22-11

Date

3/24/11

Date