

# **AGREEMENT**

**Between**

**GERMANTOWN SCHOOL DISTRICT  
GERMANTOWN, WISCONSIN**

**And**

**GERMANTOWN SCHOOL DISTRICT EMPLOYEES UNION  
AFSCME Local 2423**

**Affiliated With**

**District Council 40 Of The  
American Federation of State, County & Municipal Employees,  
AFL-CIO**

**Effective JULY 1, 2010**

**Expires JUNE 30, 2013**

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## WITNESSETH

This is a Memorandum of Agreement between the Germantown School District, Washington County, Wisconsin, hereinafter referred to as "Board", or "Employer", and the Germantown School District Employees Union, Local 2423, District Council #40, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, the parties seek to maintain harmonious labor relations, a uniform scale of wages, hours of work and other conditions of employment among the employees covered by this Agreement, and seek to facilitate a peaceful adjustment of all grievances and disputes which may arise between the Employer and the employees or the Union:

The parties hereby agree as follows:

### Article 1 - Recognition

1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and all regular part-time employees of the Germantown School District, excluding managerial employees, professional employees, supervisory employees, confidential employees, seasonal employees, and employees who work fifteen (15) hours per week or less during either the school year or the calendar year, for the purpose of collective bargaining on matters concerning wages, hours, and conditions of employment as certified by the Wisconsin Employment Relations Commission under date of March 18, 1975, Decision No. 13320.

### Article 2 - Management Rights

2.01 **Rights:** The Board possesses the sole right to operate the School District and all management rights repose in it subject only to the provisions of this contract and applicable laws. These rights include, but are not limited to, the following:

- a) To direct all operations of the School District;
- b) To establish reasonable work rules and schedules of work in accordance with the terms of this Agreement;
- c) To hire, promote, transfer, schedule and assign employees in positions with the School District in accordance with the terms of this Agreement;
- d) To suspend, demote, discharge, and take other disciplinary action against employees for just cause;
- e) To relieve employees from their duties because of lack of work or any other legitimate reason;
- f) To maintain efficiency of School District operations;
- g) To introduce new or improved methods or facilities; or to change existing methods or facilities provided if such primarily affects the wages, hours or working conditions of the employees, the Union will be notified in advance and permitted to bargain;
- h) To determine the kinds and amounts of services to be performed as pertains to School District operations, and the number and kinds of positions and job classifications to perform such services;

- i) To determine the methods, means and personnel by which School District operations are to be conducted;
  - j) To take whatever reasonable action is necessary to carry out the functions of the School District in situations of emergency;
  - k) The Union recognizes the Board has the right to contract or subcontract for goods or services, provided no regular employee shall be laid off or suffer a reduction in regularly scheduled hours as a result of said contracting or subcontracting;
  - l) Nothing contained in this Article shall be construed as divesting an employee of any right granted elsewhere in this Agreement or the Wisconsin Statutes.
- 2.02 **Exercise of Rights:** The Employer agrees that it will exercise the rights enumerated above in a fair and reasonable manner, and further agrees that the rights contained herein shall not be used for the purpose of undermining the Union or discriminating against its members.

### Article 3 - Union Activities

- 3.01 **No Interruption:** Union activities shall not be permitted to interrupt the District's normal operations, and the Union agrees to conduct its business off the job except as provided in this Article.
- 3.02 **Union Business:** This Article shall not preclude a Union official from the proper investigation and processing of any grievance in accordance with procedures outlined in this Agreement, nor preclude certain routine, reasonable business such as posting of Union notices and bulletins. No more than one (1) Union official may participate in the investigation and/or processing of a particular grievance prior to Step 2 during normal school time.
- 3.03 **No Deduction in Pay:** The Employer hereby agrees that time spent in the presentation of grievances and in negotiations during regular working hours shall not be deducted from the pay of the grievant or delegated employee representatives of the Union.
- 3.04 **Convention Delegates:** Convention or conference delegates shall be allowed leave without pay, not to exceed three (3) days, and limited to three (3) delegates. In no case will the days allowed exceed a total of eighteen (18) in any one year. The employee shall provide a minimum of thirty (30) calendar days written notice if possible, (but in no event less than fifteen (15) calendar days notice) when requesting such leave. In buildings with three (3) or less employees, only one (1) delegate will be allowed this leave. In buildings containing more than three (3) employees, only one (1) delegate within a job classification will be allowed this leave.
- 3.05 **Bulletin Board:** The Employer agrees to provide and allow the Union use of a bulletin board to be placed in a convenient location in each school, the Administration Building and the Maintenance Building. Said bulletin board shall be used exclusively for the posting of Union notices and bulletins and communications from the Employer affecting members of the bargaining unit. Political literature supporting or opposing a particular candidate or referendum, excluding internal Union elections or referenda, will not be allowed.
- 3.06 **Business Agents or Representatives:** Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such individuals during the course of the work day for reasonable periods of time, provided that permission is first received from the supervisor immediately in charge of such individuals. Such permission shall not be unreasonably denied.
- 3.07 **Copies of Agreement:** The Employer shall provide copies of this Agreement for all members of the Union, an additional twenty (20) copies to AFSCME District Council #40, and an additional ten (10) copies to the President of the Union.

- 3.08 **Attendance at Meetings:** Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings.
- 3.09 **Safety Committee:** A Safety Committee shall be established and a representative of the Union shall serve on said Committee. It shall be the responsibility of the Safety Committee to promote and establish safe working conditions and work practices in compliance with State and/or Federal safety regulations. If Safety Committee meetings are scheduled, or if alleged unsafe working conditions are investigated during regular working hours, the Union representatives on the Safety Committee shall suffer no loss of compensation for time spent in such meetings or investigations. The Safety Committee shall meet not less than once every three (3) months.

#### **Article 4 - Fair Share Agreement - Dues Deduction**

- 4.01 **Fair Share Agreement:** A Fair Share Agreement shall be implemented as hereinafter set forth:
- a) **Representation:** The Employer hereby recognizes the "Fair Share" principle as set forth in Wisconsin Statute 111.70 as amended. The Union as the Exclusive representative of all the employees in the bargaining unit shall represent all such employees, both Union and nonunion, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this Article.
  - b) **Membership:** No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and Bylaws of the Union. No employee shall be denied Union membership on the basis of race, creed, color, sex or national origin.
  - c) **Payroll Deduction:** The Employer shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 2423 as either: (1) the dues required of each Union member, or; (2) each non-member's proportionate share of the cost of the collective bargaining process and contract administration. With respect to newly hired employees, the appropriate deduction will commence on the month following the completion of the sixty (60) working-day probationary period.
  - d) **Administration:** The aggregate amount so deducted shall be forwarded to the Treasurer of Local 2423 within ten (10) days of the date such deductions were made. The District shall submit an itemized list of the employees from whom such deductions were made along with the first monthly remittance under this Section. Thereafter, the District shall only be required to update the list when employees terminate, or when new employees become subject to the terms of this provision. Any changes in the amount of dues to be deducted shall be certified to the District by the Treasurer of Local 2423 at least thirty (30) days prior to the effective date of such change.
  - e) **Inadvertence or Error:** If through inadvertence or error, the District fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the Treasurer of Local 2423.
  - f) **Indemnification and Hold Harmless Provision:** The Union shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the District under this Section.
- 4.02 **Dues Deduction:** In the event the Fair Share Agreement becomes invalid, the Employer agrees to deduct once each month, dues from those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Board by the Treasurer of

the Union, and the aggregate deductions from all employees shall be forwarded to the Treasurer of Local 2423. Any change in the amount to be deducted shall be certified to the Board by the Treasurer of the Union at least thirty (30) days prior to the effective date of such change.

#### Article 5 - Grievance Procedure

5.01 **Definition:** A grievance shall be defined as any dispute concerning the interpretation, application, or enforcement of the terms of this Agreement.

5.02 **Procedure:** Any grievance which may arise between the Employer and an employee (or employees), or between the Employer and the Union, shall be subject to the following procedure:

**Step 1.** The aggrieved employee, accompanied by a representative of the Union, shall orally submit the matter to the employee's immediate supervisor and the Building Principal, or in the case of maintenance and custodial employees, the Director of Maintenance and Plant Operations, within forty-five (45) calendar days of the incident causing the grievance. The immediate supervisor and Building Principal, or Director of Maintenance and Plant Operations, shall attempt to make a mutually satisfactory settlement of the matter, and shall orally respond to the aggrieved employee and the Union within five (5) working days. Step 1 of the procedure will automatically be waived regarding all personal leave grievances, and such grievances will be initiated directly with Step 2 of the grievance procedure within the time limits set forth above.

**Step 2.** If a satisfactory settlement is not reached as outlined in Step 1, the Union Grievance Committee and/or the Union Representative shall present the grievance in writing to the Director of Human Resources or designee of the Superintendent within five (5) working days following the receipt of the Step 1 answer. A meeting will be scheduled within five (5) working days of the submission of the written grievance between the aggrieved employee, a representative of the Union, the aggrieved employee's supervisor and the Director of Human Resources or designee of the Superintendent in an attempt to resolve the matter. The Director of Human Resources or designee of the Superintendent shall give his disposition of the grievance in writing to the aggrieved employee and the Union within five (5) work days following the above mentioned meeting.

**Step 3.** If a satisfactory settlement is not reached as outlined in Step 2, the Union Grievance Committee and/or the Union Representative shall present the grievance in writing to the Superintendent within ten (10) work days following receipt of the Step 2 answer. A meeting shall be scheduled within fifteen (15) work days of the submission of the written grievance between the aggrieved employee, a representative of the Union, and the Superintendent. The Superintendent shall give its disposition of the grievance in writing to the aggrieved employee and the Union within ten (10) work days following the above mentioned meeting.

**Step 4.** If a satisfactory settlement is not reached as outlined in Step 3, the Union Grievance Committee and/or the Union Representative shall present the grievance in writing to the Board of Education within ten (10) work days following receipt of the Step 3 answer. A meeting may be scheduled within fifteen (15) work days of the submission of the written grievance between the aggrieved employee, a representative of the Union, and the Board of Education. The Board of Education shall give its disposition of the grievance in writing to the aggrieved employee and the Union within ten (10) work days following the above mentioned meeting or other deliberation.

**Step 5.** If a satisfactory settlement is not reached as outlined in Step 4, the Union may submit the grievance to arbitration by filing notice of its intent to arbitrate the matter with the Board of Education within fifteen (15) calendar days following the receipt of the Step 4 answer.

5.03 **Selection of Arbitrator:** Following receipt of an appeal to arbitration, the parties shall attempt to mutually agree upon an arbitrator to hear the case. In the event that the parties are unable to agree upon a mutually acceptable arbitrator within fifteen (15) work days following the appeal to

arbitration, they shall jointly request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. The Union and the Board shall then alternately strike two (2) parties each on the slate, with the party filing the grievance exercising the first and third strikes.

The Union and the Board shall exercise their strikes within fifteen (15) work days following receipt of the slate from the Wisconsin Employment Relations Commission. The remaining arbitrator shall then be notified of his appointment in a joint statement from the Board and the Union.

- 5.04 **Arbitration Hearing:** The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Board and the Union which shall be final and binding upon both parties.
- 5.05 **Time Limits:** If it is impossible to comply with time limits in this procedure because of work schedules, illness, vacation, or other good cause, these time limits shall be extended by the period of time of said work schedule, illness, vacation, or other good cause which created the impossibility.
- 5.06 **Costs:** Both parties shall share equally in the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party shall, however, bear the cost of its own witnesses and all other out-of-pocket expenses including possible attorney fees. In the event that the arbitration hearing is scheduled during regular working hours, the grievant and up to two (2) employees who participate in such hearings on behalf of the Union shall suffer no loss of pay.

#### **Article 6 - Employee Definitions**

- 6.01 **Regular Full-Time Employee:** A regular full-time employee is hereby defined as an employee working at least thirty-five (35) hours per week on a calendar year basis.
- 6.02 **Regular Part-Time Employee:** A regular part-time employee is hereby defined as an employee working more than fifteen (15) hours per week, but less than thirty-five (35) hours per week, on a calendar year basis.
- 6.03 **School Year Full-Time Employee:** A school year full-time employee is hereby defined as an employee working at least thirty-five (35) hours per week during the period when school is in session. Employees may be required to begin work prior to school opening and/or remain after school closes.
- 6.04 **School Year Part-Time Employee:** A school year part-time employee is hereby defined as an employee working more than fifteen (15) hours per week, but less than thirty-five (35) hours per week, during the period when school is in session. Employees may be required to begin work prior to school opening and/or remain after school closes.
- 6.05 **Temporary Employees:** A temporary employee is hereby defined as an employee hired to work for a specified period of time, or to perform on a specific project, not to exceed sixty (60) work days and who will be separated from the payroll at the end of such period or project. Temporary employees are not covered by the terms of this Agreement. Prior to the time a temporary employee is hired for six (6) consecutive work days or longer in any department, a laid off employee within that department shall be offered the temporary work provided that such employee is capable of performing the work that becomes available. The above stated sixty (60) work day period may be extended for an additional sixty (60) work days for temporary employees hired to fill a vacancy of a union employee who is on extended sick leave, leave of absence, or worker's compensation absence.
- 6.06 **Seasonal Employee:** A seasonal employee is defined as an employee who is working during his or her school (including high school, college or graduate school) summer vacation season. Seasonal employees are not covered by the terms of this Agreement.

### Article 7 - Probationary Period

- 7.01 **Length of Probation:** All newly hired employees shall be considered probationary for the first sixty (60) working days of their employment. Probationary employees shall not have recourse to the grievance procedure if dismissed during the probationary period.
- 7.02 **Completion of Probation:** Continued employment beyond the first sixty (60) working days of employment shall be evidence of satisfactory completion of the probationary period. A notice shall be sent to the employee, with a copy to the Union, upon completion of the probationary period.
- 7.03 **Seniority:** Upon completion of the probationary period, the employee's seniority shall date from the day of original employment.
- 7.04 **Holidays:** Probationary employees shall be eligible to receive paid holidays.
- 7.05 **Sick Leave:** Probationary employees shall not be entitled to use paid sick leave during the probationary period, but upon completion of the probationary period they shall be credited with sick leave earned from the date of their original hire.
- 7.06 **Insurance:** New employees shall receive coverage of all insurance in accordance with the waiting period specified in the current insurance contracts, regardless of whether or not it falls within the probationary period. The employer shall be responsible to make all insurance coverage's known to new employees and to existing employees when they become eligible for such coverage through a change in position or hours. Insurance premiums paid in advance shall not constitute an additional month of coverage should the employee be released anytime during the probationary period.

### Article 8 - Seniority

- 8.01 **Definition:** It shall be the policy of the Employer to recognize seniority. The date an employee is employed or reemployed in a regular full-time, regular part-time, school year full-time, or school year part-time position shall become his seniority date. School year employees shall not be considered to be reemployed when they return from summer vacation.
- Note:** The Board and AFSCME representatives will develop a mutually agreeable process to determine placement on the seniority list for employees' with the same seniority date before June 1, 2000.
- 8.02 **Calculation:** Effective July 1, 1999, seniority shall be calculated on hours of employment and will be based on a 2080 hour full time equivalency. The calculation shall begin on the individual's anniversary date between July 1, 1999 and June 30, 2000. Thereafter, seniority shall be determined by the amount of service rendered rather than the date of hire. This provision is only applicable to employees new to the AFSCME bargaining unit after January 24, 2000.
- 8.03 **Computations:** The seniority date shall be used in all computations that involve length of service in other Articles of this Agreement.
- 8.04 **Application:** Seniority shall apply as hereinafter set forth in promotions, transfers, layoffs, recall from layoffs, shift assignments and vacation scheduling. Except as provided in Article 10 herein, seniority shall be applied on a bargaining unit wide basis.
- 8.05 **Loss of Seniority:** There shall be no loss of seniority in the event of lay-off of one (1) year or less, but seniority in the employment relationship shall be broken and terminated if an employee:
- a) Quits;
  - b) Is discharged, provided such discharge is not revoked or modified as a result of a grievance action;

- c) Is absent from work for three (3) consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasonable excuse;
- d) Fails to indicate his intent to report to work within three (3) work days after having received notice of recall in accordance with Article 10, Section 10.04 (c), or fails to report for work within ten (10) work days thereafter, unless the employee involved has notified the Employer and received approval from the Employer to report for work at a different date, or unless the employee is unable to notify the Employer or report for work due to physical or other reasonable excuse;
- e) Fails to report to work within three (3) days after termination of a leave of absence; the time limit contained herein may be extended by mutual agreement;
- f) Is retired;
- g) Is on layoff for more than one (1) year.

Seniority shall continue to accrue during periods of sick leave, Worker's Compensation, vacation, and approved leave of absence and for a period of up to one (1) year while an employee is on layoff.

- 8.06 **Seniority Lists:** The Employer shall furnish annually, on or about January 1 of each year, a listing of the seniority dates of all employees covered by this Agreement. One (1) seniority list shall be maintained for regular full-time and school year full-time employees, and a separate list shall be maintained for regular part-time and school year part-time employees. Copies of said seniority lists shall be forwarded to the President of the Union.

#### Article 9 - Job Posting and Temporary Assignments

- 9.01 **Vacancies:** Whenever any vacancy occurs due to the retirement or termination of the incumbent employee, the creation of a new position, or for whatever reason, the job vacancy shall be made known to all employees through job posting.
- 9.02 **Posting:** Job vacancies shall be posted on the Union bulletin board in each school, the Administration Building and the Maintenance Building for three (3) consecutive work days. Jobs shall be posted simultaneously in all locations, and shall include the date and hour that the posting goes up, and the date and hour that the posting is to be taken down. Prior to an employee beginning a vacation authorized by this Agreement, he may elect, by written statement delivered to the office of the Director of Human Resources to be included in all job postings in a particular department. If an employee on such a vacation is included on a job posting, by virtue of such election, the time limits of Section 9.07 shall be extended by a maximum of five (5) work days following the conclusion to the vacation period. Any employee who does not return to work within five (5) work days of the conclusion of such vacation shall be deleted from the posting.
- 9.03 **Notice:** The job posting shall set forth the job title, work locations, schedule of hours, rate of pay, and a brief description of the job requirements and the qualifications desired.
- 9.04 **Applicants:** Any employee interested in such vacancy may sign the job posting. If an employee is signing several job postings at the same time, the employee shall indicate a rank preference on each posting.
- 9.05 **Selection:** The selection of an applicant to fill a job vacancy shall be made on the basis of skill, ability, and then seniority; provided, however, that if the skill and ability of two (2) or more employees is relatively equal, the employee with the greatest District-wide seniority shall be chosen. Any question about the qualifications of an employee shall be resolved through the grievance procedure.

- (a) **Probationary Period:** All jobs applied for through the posting procedure shall carry: a sixty (60) working day probation period if the position is a new classification, salary adjustment retroactive to day 41 of probationary period, a forty (40) working day probationary period if the new position is within the same classification and a different range, and a twenty (20) working day probationary period if the new position is the same classification and same range. The applicant chosen for the position shall receive a fair trial period and adequate instructions to enable him to qualify for the position, provided, however, that the District may return said employee to his former position at any time during the respective probationary period if he fails to make satisfactory progress to qualify for the position. An employee may elect to return to his former position at any time during the respective probationary period.\* In the event that an employee returns or is returned to his former position during the respective probationary period, selection shall be made from among the remaining applicants who signed the posting in accordance with the criteria set forth in Section 9.05 above.

\*Note: An individual instructional aide or a handicapped children's aide serving on a one-on-one basis will serve in this capacity the entire school year. This provision applies to employees hired after January 24, 2000 and any employee posting into those positions after January 24, 2000.

- b) **Pay Upon Promotion or Movement to a Lower Pay Range:** If an employee attains a promotion through the job posting procedure, he shall be placed on the step closest to, but higher than his current rate of pay for the probationary period. If the employee successfully completes the probationary period, he shall be placed at the step of the new salary range equivalent to his seniority. If the job posting movement is to a lower range, the employee shall be placed at his/her current step in the new range, for both probationary and permanent purposes.

9.06 **Temporary Assignment:** The Employer may temporarily assign an employee to any job, and shall not be required to follow the procedure set forth in Sections 9.01 and 9.02 above.

- a) Employees temporarily assigned to a job in a lower rated range will receive the maximum hourly rate of the new range except that if the said employee's present hourly rate is higher than the maximum rate of the range of the temporary assignment, he will retain his regular rate.
- b) Employees temporarily assigned to a higher rated range within his category shall receive the rate of pay equivalent to his current step on the salary schedule.
- c) Employees temporarily assigned to a higher rated job in a different job category shall receive an additional twenty-five cents (25c) per hour provided that such rate does not exceed the maximum rate of the range to which he is temporarily assigned.
- d) Employees in the Maintenance and Custodial categories who are on temporary assignment shall not be replaced, except in an emergency.

9.07 **Date of Selection:** The Employer shall make its selection pursuant to the provisions of Section 9.05 above and shall notify the successful applicant of his selection within ten (10) work days following the date that the posting is removed. The successful applicant must be placed in his new position within twenty-five (25) work days of said notification.

9.08 **Union Notification:** A copy of each job posting, including a listing of the employees who signed said posting, shall be provided to the President of the Union. The President of the Union shall be notified in writing of the name of the successful applicant when selection is made pursuant to Section 9.05 above.

9.09 **Temporary Shift Changes:** In the event there is more than one (1) Range III-custodian III working in the same building on the same shift, that custodian who is on his or her normal shift shall be in charge of the building unless assigned otherwise at the discretion of the Director of Maintenance and Plant Operations. The assignment shall not be arbitrary or capricious.

#### **Article 10 - Layoff and Recall**

10.01 **Departments:** For the purpose of this Article, there shall be five (5) departments defined as follows:

- a) Maintenance and Custodial;
- b) Clerical and Secretarial;
- c) Food Service;
- d) Teachers' Aides;
- e) Technical Support.

10.02 **Layoff Procedure:** Should the reduction of personnel in any department become necessary, the following procedure shall be utilized:

- a) **Temporary and Seasonal:** All temporary, seasonal and employees who work 15 hours a week or less in a given department shall be terminated before any bargaining unit employees are scheduled for layoff in that department, except that in the food service department, the District may layoff bargaining unit employees while retaining employees who work fifteen (15) hours a week or less if such retention is based on the managerial or operational needs of the District.
- b) **Full-Time/Part-Time:**  
**Within Department**  
When a reduction or elimination of work occurs, the affected bargaining unit employee shall first have the right to bump into a position in their department held by an employee with:
  - 1. equal or lesser hours
  - 2. the same term of employment
  - 3. and lesser seniorityprovided the employee is qualified to perform the duties of the position. A bargaining unit employee, who had no one to bump within the department or whose only recourse under this section would result in a reduction of hours, may at their option, exercise bumping rights outside of the department.
- c) **Outside Department**  
An employee, who has no one to bump in their department or whose only option would result in a reduction of hours, may bump the least senior employee in another department closest, but not more than, in hours to their current schedule provided that the employee is qualified and capable of performing the usual functions of that position.

10.03 **Recall Procedure:** When work again becomes available, and after complying with the procedure set forth in Article 9, the following procedure shall be utilized:

- a) **Bargaining Unit Employees:** The last person laid off from a given department shall be the first person recalled to work in that department, provided that said employee is capable of performing the work that becomes available;
- b) **Temporary and Seasonal:** Temporary and seasonal employees shall not be recalled to work until all bargaining unit employees in that department have been recalled;

- c) **Notice:** The notice of recall to any employee who has been laid off shall be sent by certified mail to the last known address of the employee on file in the Business Office, and this shall constitute sufficient notice to the employee. It shall be the responsibility of the employee to report any change in address to the Business Office.
- d) Recall shall be in effect for one (1) year from the last date of work with the District.

**Article 11 - Hours of Work**

**11.01 Maintenance and Custodial Employees:**

- a) **Work Day:** The work day for regular full-time employees, except as indicated in Section 11.01 (c) (4) below, shall consist of eight (8) consecutive hours excluding the one-half (1/2) hour duty free lunch period.
- b) **Work Week:** The work week for regular full-time employees shall consist of forty (40) hours, Monday through Friday.
- c) **Shift Schedules:** The shift schedules of regular full-time employees shall be as follows:
  - 1) **First Shift:** The starting time for first shift employees shall be between 5:30 a.m. and 7:30 a.m.;
  - 2) **Second Shift:** The starting time for second shift employees shall be between 2:30 p.m. and 4:30 p.m.;
  - 3) **Third Shift:** The starting time for third shift employees shall be between 9:00 p.m. and 12:00 a.m.;
  - 4) **Split Shift:** Employees at Rockfield School and MacArthur School may be required to work a split shift. If circumstances so warrant, split shifts may be established at other schools, but only upon mutual agreement of the Employer and the Union.
- d) **Part-time Employees:** A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the employees and posted on the bulletin board in the building to which they are assigned.
- e) **Schedule of Hours:** A schedule of hours for individual employees shall be drawn up by the Director of Maintenance and Plant Operations in conformity with the terms of this Article.

**11.02 Clerical and Secretarial Employees:**

- a) **Work Day:** The work day for regular full-time and school year full-time employees shall consist of a minimum of seven (7) to a maximum of eight (8) consecutive hours excluding the one-half (1/2) hour duty free lunch period, except as indicated in Section 11.02(c) below.
- b) **Work Week:** The normal work week for regular full-time and school year full-time employees shall consist of a minimum of thirty-five (35) to a maximum of forty(40) hours, Monday through Friday, except as indicated in Section 11.02(c) below.
- c) **Summer Hours:** During the summer school vacation period, the work day shall consist of seven (7) or eight (8) consecutive hours per day excluding the one-half (1/2) hour lunch period, and the work week shall consist of thirty-five (35) or forty (40) hours per week, Monday through Friday.
- d) **Starting Time:** The starting time for employees shall be between 7:00 a.m. and 8:00 a.m.

- e) **Part-Time Employees:** A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the employees and posted on the bulletin board in the building to which they are assigned.
- f) **Schedule of Hours:** A schedule of hours for individual employees shall be drawn up by the appropriate Administrator in conformity with the terms of this Article.

**11.03 Food Service Employees:**

- a) **Work Day:** The work day for employees classified as Head Cook and Assistant Cook shall consist of seven and one-half (7-1/2) consecutive hours per day, excluding the one-half (1/2) hour duty free lunch period.
- b) **Work Week:** The work week for employees classified as Head Cook and Assistant Cook shall consist of thirty-seven and one-half (37-1/2) hours, Monday through Friday.
- c) **Starting Time:** The starting time for employees shall be between 6:00 a.m. and 7:30 a.m.
- d) **Part-Time Employees:** A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the employees and posted on the bulletin board in the building to which they are assigned.
- e) **Schedule of Hours:** A schedule of hours for individual employees shall be drawn up by the Head Cook in conformity with the terms of this Article.

**11.04 Teacher Aides:**

- a) A regular schedule of hours shall be prepared for all employees classified as teacher aides, and such schedules shall be made known to these employees.

**11.05 Breaks:** Employees shall be entitled to one (1) fifteen (15) minute break to be scheduled during the first half of the shift.

**11.06 No Reduction:** The present schedule of hours for positions covered by this Agreement shall not be reduced during the life of this Agreement. It is the intent of the parties that hours shall not be reduced in a manner that would offset negotiated wage increases, or in a manner that would remove positions from the bargaining unit. Nothing in this Section will serve to negate the layoff provisions of this Agreement.

**11.07 Additional Work:** If additional work which is normally performed by bargaining unit employees becomes available during periods when school term employees are not working, such work shall be offered to school term employees on a seniority basis before non-bargaining unit employees are scheduled or called in, provided, however, that such school term employees are qualified and capable of performing the work that becomes available. Any employee who is interested in such work must inform the Human Resources Office in writing no later than October 1 for the additional work during the school calendar year and April 15 for summer employment. The Human Resources Office shall give notice of such deadlines by posting, at least ten (10) working days prior to the deadline date.

**Article 12 - Overtime**

**12.01 Time and One-Half:** All hours worked over eight (8) hours in one (1) day, or forty (40) hours in one (1) week shall be paid at time and one-half (1-1/2) of the regular hourly wage. All hours worked on Saturdays shall be paid at time and one-half (1-1/2).

- 12.02 **Double Time:** Two (2) times the employee's regular rate of pay shall be paid for all hours worked on a Sunday; provided, however, that normal building checks shall be paid at the rate of one and one-half (1-1/2) as indicated in Section 12.06 below.
- 12.03 **Holidays:** Two (2) times the employee's regular rate of pay shall be paid for all hours worked on a holiday, in addition to holiday pay; provided, however, that normal building checks shall be paid at the rate of time and one-half (1-1/2) as indicated in Section 12.06 below.
- 12.04 **Division:** Overtime shall be divided as equally as possible among the employees in any particular building work group who are qualified to perform the available work. Employees agree that overtime assignments must be accepted, unless the employee is physically unable to work, or has another acceptable excuse.
- 12.05 **Call In Time:** Employees called in to work at other than a regularly scheduled time shall be entitled to at least two (2) hours work, or pay therefore, at the applicable overtime rate regardless of the length of time less than two (2) hours which they may work. The two (2) hour minimum shall not, however, apply to hours worked consecutively prior to or consecutively following the employee's regular schedule of hours. It is understood that employees called in early for a particular shift shall be allowed to work until their normal quitting time.
- 12.06 **Building Checks:** All boiler and building checks required of employees on Saturdays, Sundays or paid holidays shall be paid for at the rate of time and one-half (1-1/2). The Employer will make every attempt to schedule such checks ahead on a two to three month basis so that employees may adequately plan their weekends. Employees shall be paid a minimum of two (2) hours at time and one-half (1-1/2) for each day they perform building checks. Any time over two (2) hours, employee will be paid actual time worked at time and one-half (1-1/2).
- 12.07 **Compensatory Time:** In lieu of cash payment for all overtime, employees may elect to take compensatory time off only at the rate of one and one-half (1-1/2) hours off for each hour of overtime worked on any day. Such compensatory time off must be taken during the fiscal year (July 1-June30) in which it is earned, and hours not taken off within the fiscal year (July 1-June 30) shall be paid at the appropriate overtime rate on July 15<sup>th</sup> payroll. Compensatory time off shall be taken off at the discretion of the employee, subject to the approval of the appropriate Administrator.
- 12.08 **Compensation:** For the purpose of computing overtime pay, all hours paid for shall be considered hours worked.

### Article 13 - Wages

- 13.01 **Wage Appendix:** A schedule of the classifications presently covered by this Agreement shall be contained in Appendix A, which is attached hereto and made a part hereof.
- 13.02 **Pay Period:** Employees shall be paid on the fifteenth day and on the last day of each month. If a payday falls on a holiday, employees shall be paid on the day preceding the holiday. Night shift employees' payroll checks shall be available at the end of the shift on the night before payday. Employees are paid on the last day of the month for hours worked during the first pay period of the month. Likewise, hours worked during the last pay period of the month are paid on the fifteenth of the subsequent month.
- 13.03 **Paycheck:** The paycheck shall provide information concerning the pay period covered, rate of pay, hours worked, overtime hours worked, and an itemized statement of all deductions made.
- a) Employees shall be allowed to participate in the payroll deduction plan of the Citizens' Credit Union and Educators Credit Union.

- 13.04 **Night Shift Differential:** Employees working on the second shift shall be paid a shift differential of twenty (20¢) cents per hour for all hours worked on said shift. Employees working on the third shift shall be paid a shift differential of thirty (30¢) per hour for all hours worked on said shift.
- 13.05 **Split shift differential:** Employees working on a split shift shall be paid a split shift differential in the amount of twenty (20¢) cents per hour for all hours worked on said shift.
- 13.06 **Elementary Supervisory Differential:** Second shift Custodian III's at the elementary school shall be paid their Custodial III rate on an hour-by hour basis for those hours when they supervise a Custodian II, and will be paid 45¢ per hour less for hours they are not supervising a Custodian II.

When such Custodian III's transfer to days during the summer recess, they shall continue to assume shared lead functions and will be paid in accordance with the arrangement in effect at the time the school year ended.

- 13.07 **Non-Cumulative, Annual Longevity Payment:** Every employee who has been employed by the School District in excess of ten (10) years shall receive, in addition to his or her regular wages as shown on Appendix A, a non-Cumulative annual longevity payment in accordance with the following schedule:

| <u>Length of District Employment</u> | <u>Longevity Payment</u> |
|--------------------------------------|--------------------------|
| 10 - 14 years .....                  | 15 cents per hour        |
| 15 - 19 years .....                  | 20 cents per hour        |
| 20 - 24 years .....                  | 25 cents per hour        |
| 25 -29 years .....                   | 30 cents per hour        |
| 30 years or more .....               | 40 cents per hour        |

Advancement from one longevity increment to the next shall be based upon the individual anniversary date of employment with the District of each affected employee (i.e., 10th anniversary date - 15 cents per hour; 15th anniversary date - 20 cents per hour; 20th anniversary date - 25 cents per hour; 25th anniversary date - 30 cents per hour; 30<sup>th</sup> anniversary date – 40 cents per hour).

The appropriate hourly longevity increase shall be added to hourly wage of the employee for each paid hour and be included in all period payments.

- 13.08 **Supplemental Compensation:** Special Education Program Aides who are required to perform medical procedures, such as, clean intermittent catheterization, gastrointestinal tube feeding, and changing diapers, etc under the approval and supervision of a district health care professional will receive an additional seventy-five (.75) cents per hour for the hour in which single or multiple procedures are performed i.e. if a catheterization is done at 11:00 AM and then a diaper is changed at 11:30 AM, employee would receive additional seventy-five cents for that hour. (Effective August 24, 2009.)
- 13.09 **Anniversary Bonus:** Every employee who has been employed by the School District in excess of ten (10) years shall receive, in addition to his or her wages as shown on Appendix A, a one-time lump sum anniversary bonus in accordance with the following schedule:

| <u>Length of District Employment</u> | <u>Bonus</u> |
|--------------------------------------|--------------|
| 10 Years.....                        | \$ 50.00     |
| 15 Years.....                        | \$ 75.00     |
| 20 Years.....                        | \$100.00     |
| 25 Years.....                        | \$150.00     |
| 30 Years.....                        | \$200.00     |
| 35 Years.....                        | \$250.00     |

The anniversary bonus shall be a one-time payment based upon the individual anniversary date of employment with the District of each affected employee. This payment shall not be made annually but only on the appropriate anniversary date.

#### Article 14 - Insurance

- 14.01 **Hospitalization and Surgical Insurance:** Effective January 1, 2009, or as soon as possible after ratification by both parties, the level of benefits of hospital and surgical insurance shall be modified to the WEA Trust Preferred Provider Plan 1. Network office visit \$0, non-network office visit \$10, urgent care \$10, emergency room co-payment \$25, \$2,000,000 maximum aggregate, extraction and replacement of natural teeth, waiver of premium and three-tier drug plan (\$5 tier 1/\$10 tier 2/\$25 tier 3). Effective January 1, 2010, employees will pay 3% of health insurance premiums.
- a) **Change in Coverage or Carrier:** The present hospitalization and surgical insurance benefits shall not be reduced without the consent of the Union, but the Board may, from time to time, change the insurance carrier. The Union shall be notified in writing prior to any contemplated change in insurance carrier and shall be permitted to present its views.
  - b) **Early Retirement:** Employees retiring after age fifty-five (55) but before age sixty-five (65) shall be allowed to continue to subscribe to the group hospitalization and surgical insurance plan if allowed by the carrier.
    - 1. A retired employee selecting option (a) of 18.09 (Payout of Accumulated Sick Leave) of this agreement shall pay his/her premium obligation directly to the insurance carrier and in such manner as directed by the carrier.
    - 2. A retired employee electing option (b) of 18.09 (Health Insurance Banking) of this agreement shall pay his/her premium obligation to the Board who will in turn forward the premium payment to the insurance carrier. The Board assumes no liability for payment received from the retired employee on or after the first day of the month in which the premium is due and payable. Early retirees are eligible for this benefit until their 65<sup>th</sup> birth date, or until the employee's bank of accumulated sick leave is depleted, whichever occurs later.
  - c) **School Year Employees:** School year full-time employees shall be allowed to carry the hospitalization and surgical insurance plan over the summer vacation period. The Employer shall pay the cost of such coverage.
  - d) The Union and the District will jointly participate in a committee to investigate alternative insurance options.
- 14.02 **Life Insurance:** The Employer shall provide a group term life insurance plan based upon the nearest \$1,000 of annual wages until age 70. After age 70 through 74, the term life insurance plan will be reduced to sixty-five percent (65%) of the full benefit amount prior to age 70. Correspondingly, age 75-79 will be reduced to forty-five percent (45%); age 80 and older will be reduced to thirty percent (30%) per plan enforced by the insurance company. The full premium cost will be paid by the District for all employees in the bargaining unit.
- 14.03 **Premium Continuation:** The Employer shall continue to pay the premiums for hospitalization and surgical insurance and group life insurance, for employees who have exhausted their sick leave accumulations and are still unable to return to work, and for employees who are drawing Worker's Compensation benefits, for a period of up to six (6) months.
- 14.04 **Dental Insurance:** Effective April 1, 1982, The Employer shall implement and pay ninety five percent (95%) of the cost of the premium for either single or family dental insurance for each regular full-time and school year full-time employee who chooses to participate and pay the remaining five percent (5%) of the premium.

- a) **Change in Carrier:** The present dental insurance benefits shall not be reduced without the consent of the Union, but the Board may, from time to time, change the insurance carrier. The Union shall be notified in writing prior to any contemplated change in insurance carrier and shall be permitted to present its views.
- b) **School Year Employees:** School year full-time employees shall be allowed to carry the dental insurance plan over the summer vacation period. The Employer shall pay the cost of such coverage.

14.05 **Long Term Disability Income Benefit:** The Board shall provide for each employee the benefits as stated in the WEAC Insurance Trust Long Term Disability Income Benefit. The carrier for this coverage will be chosen by the Board and the full premium shall be paid by the School District. The benefits will be equal to ninety percent (90%) of the employee's salary. Coverage shall begin after the sixtieth (60th) consecutive day of disability and continue until the employee is able to work or reaches the age of 65.

14.06 **Alternate Benefit:** The District will provide a section 125 benefit plan. The school district section 125 benefit plan will allow employees to enroll in a flexible reimbursement plan for uninsured medical expenses and dependent care expenses.

The Section 125 Plan includes provisions allowing eligible employees to choose between group health insurance, a prescription drug plan and cash. The cost of the prescription drug plan and cash will not exceed an amount equal to the single health insurance premium contribution made by the board for members of the bargaining unit. The amount of the district contribution towards the 125 benefit plan shall be capped at \$378.26 per month.

14.07 **Alternate Benefit:** The District and the Union agree to meet and discuss any viable group Long Term Care (LTC) alternatives that would be beneficial to the employees at no cost to the District. The voluntary participation would be processed through payroll deductions. Both parties would have to mutually agree to such plan.

**Article 15 - Wisconsin Retirement Fund**

15.01 The Employer shall participate in the Wisconsin Retirement Fund and shall pay the entire employee's share of contribution to such fund. Said contribution shall be in addition to the Employer's normal contribution.

**Article 16 - Holidays**

16.01 a) **Regular Full-Time:** Regular full-time employees shall be granted the following paid holidays each year:

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

In addition to the above listed holidays, effective July 1, 1978, regular full-time employees shall be granted one (1) floating holiday to be taken at a time selected by the employee, subject to the approval of his immediate supervisor.

Notwithstanding any other provision of this Contract, if any holiday listed in Section 16.01 falls on a day which is a work day for teachers in accordance with the calendar negotiated between the Board of Education and the Germantown Education Association, such holiday shall be rescheduled by mutual agreement of the Director of Human Resources and the Union.

b) **Regular Part-Time:** Regular part-time employees shall be granted the following paid holidays each year:

1. Thanksgiving
2. Christmas Day
3. Good Friday
4. Independence Day

16.02 a) **School Year Full-Time:** School year full-time employees shall be granted the following paid holidays each year:

1. Memorial Day
2. Labor Day
3. Thanksgiving Day
4. The day after Thanksgiving
5. Christmas
6. Good Friday

b) **School Year Part-Time:** School year part-time employees shall be granted the following holidays on a prorated basis:

1. Thanksgiving Day
2. Christmas Day
3. Good Friday

16.03 **Holidays Falling on Weekends:** If any of the above named holidays fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays fall on a Sunday, the following workday shall be observed as the holiday. These observance days may be altered by mutual agreement.

16.04 **Holidays During Vacation:** If any of the holidays listed in Section 16.01 above falls within an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

16.05 **Eligibility:** The employee must work the scheduled hours on the work day immediately preceding and following the holiday to be eligible for the holiday pay, unless he is absent on leave specified elsewhere in this Agreement or has the prior approval of the Director of Human Resources.

16.06 **Floating Holiday:** Beginning in the 2006/2007 school year, all School Year Full-time employees and all Part-time employees who have successfully completed probation, may annually utilize one (1) non-cumulative floating holidays, prorated to the number of hours worked, for an unspecified reason, subject to the following conditions:

- a) five (5) days notice shall be required prior to the use of a floating holiday
- b) no floating holiday shall be utilized during the first two (2) weeks of student attendance as noted in the Germantown School District calendar
- c) the floating holiday shall not be utilized on the school day immediately before or after winter break, spring break, and/or holidays listed in the school district calendar.
- d) Application must be submitted to the building principal/designee who shall respond in writing within three (3) schooldays of receipt of the request.

#### **Article 17 - Vacations**

17.01 **Entitlement:** Regular full-time employees shall earn annual paid vacation leaves based upon their length of continuous service in accordance with the following schedule:

- After one (1) year of employment - 2 weeks;
- After five (5) years of employment - 3 weeks;
- One (1) additional day for each year after ten (10) years until and including the fifteenth (15) year;
- After fifteen (15) years of employment - 4 weeks.

New employees shall be permitted to take one (1) week of their initial two (2) week vacation entitlement upon completion of six (6) months of employment.

**17.02** Vacation During Summer Hours: An employee who is on vacation in accordance with this Section during a seven (7) hour per day work period (see Section 11.02-C) shall be paid at the rate of eight (8) hours per day.

**17.03** Scheduling: Vacations may be arranged at any time during the year by mutual agreement with the immediate supervisor. If conflicts in vacation scheduling arise, building seniority shall prevail.

It shall be policy of the district to recognize district wide seniority when granting vacation requests in conjunction with the following parameters:

Employees in the maintenance/custodial department shall submit, on the designated form, all requests for vacation between July 1 (inclusive) and August 15 (inclusive). It is understood that these requests are for the immediate following 12 ½ months (twelve and one-half months). It is understood that requests for multiple-consecutive days off will take precedent over individual single day requests. Employees are encouraged to submit alternative dates with the original requests.

All vacation requests received later than August 15 will be considered on first-come, first-served basis. Except in cases of emergencies, employees shall submit vacation requests no less than two (2) weeks prior to the earliest day requested. The Director of Maintenance shall post, as frequently as possible, and not less than bi-monthly, a schedule. Said schedule shall indicate which dates are available or unavailable by building or building work group. Vacations may be arranged at any time during the year by mutual agreement with the immediate supervisor. Vacation requests will be acted on in a timely manner.

**17.04** Payment Upon Termination: Any Employee who terminates his employment for any reason will be entitled to the vacation pay earned during that year on a prorated basis, provided two (2) week's notice is given to the Employer.

**17.05** Unpaid Vacation: After completing six months of service, full year part-time employees shall be allowed an optional two (2) weeks unpaid vacation to be taken at the employee's discretion, to be scheduled by mutual agreement between the employee and his or her immediate supervisor.

**17.06** Entitlement: Effective August 24, 2009, regular part time employees, working year round shall earn annual paid vacation leaves (vacation days are equal to hours worked) based upon their length of continuous service in accordance with the following schedule:

After one (1) year of employment - 2 weeks;

After five (5) years of employment - 3 weeks;

#### Article 18 - Sick Leave

**18.01** Purposes: All employees covered by this Agreement will be entitled to use earned sick leave without loss of pay when absence from work is required because of personal illness, injury or quarantine. The District may require a doctor's written statement describing the illness if an employee is absent three (3) or more consecutive work days. The District will require prior notice if employees are going to utilize paid sick leave for diagnostic services or dental procedures which are not of an emergency nature. Effective July 1, 2010 sick days may be taken in two (2) hour increments.

**18.02** Accumulation: Sick leave shall accumulate at the rate commensurate with the hours the employee is scheduled to work, i.e. an employees scheduled for eight (8) hours per day shall accumulate at a rate of eight (8) hours per month with a maximum accumulation of nine hundred sixty (960) hours. Employees scheduled for seven and one-half (7 ½) hours per day shall accumulate at a rate of seven and one-half (7 ½) hours per month with a maximum accumulation of nine hundred (900) hours.

- 18.03 **Part-Time Benefit:** Sick leave benefits for regular part-time employees and school year part-time employees shall be computed on the number of hours worked i.e. an employee working five (5) hours a day would earn five (5) hours of sick leave for each month that they worked, with a maximum of accumulation of four hundred eighty (480) hours. A full time employee who moves to a part time job and has more than four hundred eighty (480) hours of accumulated sick leave they will retain those hours already earned, but will not accumulate any hours until the fall below the maximum accumulation level for a part-time employee.
- 18.04 **Holiday During Sick Leave:** In the event that a paid holiday falls within a period when an employee is on sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.
- 18.05 **Leave of Absence or Layoff:** Previously accumulated sick leave shall not be terminated during any period of approved leave of absence. Should any employee be laid off, previously accumulated sick leave shall continue in effect if he is rehired.
- 18.06 **List:** The Employer shall furnish annually to each employee, on or about October 1, a written statement of said employee's present sick leave accumulation. A copy of such statement shall be provided to the President of the Union.
- 18.07 **Exhaustion of Sick Leave:** Any non-probationary employee who exhausts his sick leave credits shall be considered to be on an unpaid leave of absence until such time as he is able to return to work as certified by his physician. Such leave shall not extend beyond one (1) year, except upon mutual agreement.
- 18.08 **Violations:** Willful violation of Section 18.01 by any employee or the willful making of any false report regarding illness or sick leave, shall subject the employee committing such violation or making such false reports, to disciplinary action.
- 18.09 **Sick Leave Payment Upon Retirement:** Effective January 1, 2007, if an employee is a participant in the district's health insurance plan at the time of retirement, the employee may select one of the following options as it regards the disposition of unused accumulated sick leave. The employee must make this selection on or before, and the selection cannot be changed after, the employee's last work day. If an employee is not a participant in the district's health insurance plan at the time of retirement, he/she can only choose "Payout of accumulated Sick Leave" as described below.
- a. **Payout of Accumulated Sick Leave:** The employee will be paid fifty percent (50%) of unused accumulates sick leave, calculated using the employee's last rate of pay.
  - b. **Health Insurance Banking:** The employee will not be paid for unused accumulated sick leave, except as noted in the last paragraph of this section. Instead, the Board will use fifty (50%) of unused accumulated sick leave, calculated using the employee's last rate of pay, to fund one half (50%) of the employee's continuing monthly health insurance premium. The district shall provide an accounting of disbursements and balance upon request of the retired employee.
- Employees selecting this option must deposit with the Board their portion of the monthly health insurance premium according to 14.01 (b) (2) of this agreement.
- Two months before the retired employee's bank of accumulated sick leave shall be exhausted, the district will notify the retired employee of the impending depletion of funds. Upon pay the final account from the bank of accumulated sick leave, the district will provide to the retired employee a final accounting of disbursements. After the retired employee's bank of accumulated sick leave is exhausted, the employee becomes responsible for the full monthly health insurance premium, and may continue health insurance coverage under the provision of 14.01 (b) (2) of this agreement.
- 18.10 **Sick Leave Contribution:** Employees may contribute sick leave hours to another district AFSCME employee for catastrophic health care needs, when that employee has exhausted their own bank. Donated hours would be paid at the recipient's rate of pay.

### Article 19 - Worker's Compensation

- 19.01 **Coverage:** All employees covered by this Agreement are entitled to Workers' Compensation coverage.
- 19.02 **Full Pay:** Any employee who is absent due to illness or injury caused during the course of his duties shall continue to receive his full pay, provided that said employee endorses his Worker's Compensation checks and turns them over to the Assistant Administrator for Business Operations, but for no longer than ninety (90) days.
- 19.03 **Short Term Absences:** Any employee who, as a result of injury or illness in the line of duty, is absent three (3) or less days shall receive full pay for such absence.

### Article 20 - Funeral Leave

- 20.01 **Length of Leave:** All employees covered by this Agreement shall be entitled to three (3) days of funeral leave without loss of pay and without charge to earned sick leave or vacation credits when a death occurs in the immediate family.
- 20.02 **Immediate Family Defined:** The term "immediate family" shall include husband, wife, children, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- 20.03 **Other Relatives:** One (1) day of funeral leave shall be granted for attendance at funerals of relatives including aunts, uncles, nephews, nieces, brothers-in-law, sisters-in-law, grandparents, grandchildren and residents of the employee's household regardless of relationship.
- 20.04 **Additional Leave:** At the discretion of the Director of Human Resources, employees may be granted additional unpaid leave or may use accumulated sick leave for deaths other than specified above.

### Article 21 - Military Leave

- 21.01 **Leave:** The District will follow all existing laws, statutes and appropriate governmental rules regarding salary, benefits and reinstatement of any employee relating to performance of military duty.
- 21.02 **Difference in Pay - Reserve Duty:** Any employee who is a member of a United States Military Reserve and who may be called upon for reserve training or emergency duty shall be paid the differential between his military reserve base pay (not to exceed two (2) weeks for any one (1) call up), and his regular weekly earnings.

### Article 22 - Jury Duty - Witness Service

- 22.01 Any employee subpoenaed for jury duty or to serve as a witness shall be paid his regular wages, and shall turn over to the Assistant Administrator for Business Operations any monies, excluding mileage allowance, he shall receive as a result of such jury or witness service.

### Article 23 - Personal Leave

- 23.01 **Leave:** All employees shall receive three (3) days at full pay each school year to conduct personal affairs which cannot be conducted outside of school hours. Such leave shall be non-cumulative, except that after three (3) years of employment, personal leave shall be accumulated to five (5) days.
- 23.02 **Restriction:** Personal leave shall not include holidays, holiday travel, weddings, recreation, convention attendance, moving of household, beauty appointments and similar activities. Personal leave can be taken for the following reasons:
- a) The observance of a religious holiday which requires that the employee not work that day;
  - b) Required school-parent meeting;

- c) Attendance at spouse/dependent graduation exercise;
- d) Court appearance, house closing or other similar legal business;
- e) Illness of spouse/dependent and/or conveyance to medical facility;
- f) Household emergency;
- g) Job interview for personnel on identified lay off.

In addition, other reasons may qualify for personal leave at the discretion of the Director of Human Resources. The above paid personal leave time does not include extended travel time to attend the event in question. Such travel time shall be unpaid personal leave.

- 23.03 **Approval Required:** Personal leave shall require the prior approval of the Director of Human Resources except in cases where the employee has no advance notice of the incident giving rise to the request for such leave. Approval of personal leave requests shall not be unreasonably denied.

#### Article 24 - Maternity Leave

- 24.01 **Leave:** A maternity leave shall be granted to any employee upon a physician's certification of pregnancy.
- 24.02 **Use of Sick Leave:** So long as valid State and/or Federal laws require it, employees on maternity leave during the period of their normal employment shall be allowed to use accumulated sick leave during the period between the date the employee's doctor certifies that such employee is incapable of performing normal duties and the date of the employee's doctor certifies that such employee is capable of resuming normal duties. Disputes over the interpretation or application of these guidelines as they relate to sick leave for maternity disability shall be resolved through appropriate State or Federal procedures rather than through arbitration.
- 24.03 **Physician's Certificate:** Not later than the sixth month of pregnancy, it shall be the duty of the employee to notify the District Administrator in writing of the pregnancy, and to furnish a physician's certificate stating the expected date of delivery. Before the employee returns to work, she shall furnish a physician's certificate stating that personal health is adequate for return to normal duties.
- 24.04 **Return to Work:** Upon expiration of a maternity leave, an employee shall be entitled to return to the position that she occupied prior to the commencement of the leave. It is understood that the Board may hire a temporary employee to replace an employee absent on maternity leave, irrespective of the time limit contained in Section 6.05 herein.

#### Article 25 - Other Leave

- 25.01 **Procedure:** Any employee who has been employed by the Employer for one (1) year who wishes to absent himself from employment for any reason not specifically provided for in this Agreement, must make application for a non-paid leave of absence from the Employer.
- 25.02 **Advance Application:** All requests for leave of absence shall be made in writing at least fifteen (15) days prior to the start thereof. In the event of emergency conditions, a shorter notice will be accepted.
- 25.03 **Granting of Leave:** The granting of such leaves of absence and the length of time for such leaves shall be contingent upon the reasons for the request.
- 25.04 **Restriction:** No leave of absence shall be granted for the purpose of seeking other employment.
- 25.05 **Temporary Vacancies:** Vacancies caused by leaves of absence granted under this Article extending sixty (60) work days or less need not be posted, and the Employer may hire a temporary employee to fill the vacancy. Vacancies caused by leaves of absence granted under this Article extending beyond sixty (60) work days shall be posted in accordance with Article 9 herein.

- 25.06 **Family and Medical Leave (Wis. Stats., 103.10)** If eligible, employees may take family and medical leave under Section 103.10 Wis. Stats. in conjunction with the foregoing leaves. However, it is specifically agreed that time off for leaves under ss103.10 shall run concurrently with time off for leaves under the foregoing sections.

#### **Article 26 - Emergency School Closing**

- 26.01 **Twelve Month Employees:** All regular full-time twelve month employees are expected to report for work during inclement weather situations, if at all possible. Regular full-time twelve month employees who are unable to report will be permitted to use accumulated personal leave time therefore. Employees who report up to one (1) hour late as a result of inclement weather situations shall not be docked pay or leave time.

Employees who report more than one (1) hour late shall be paid only for remaining hours worked during the scheduled shift time. Employees shall report during their regularly scheduled shift during an emergency school closing unless requested otherwise by the administration.

- 26.02 **Part Day Closing:** No employee shall suffer any loss in pay in the event that he is sent home prior to the end of his normal shift as a result of emergency conditions.
- 26.03 **School Year Employees:** School year part-time employees and school year full-time employees shall be permitted to use accumulated personal leave days in the event that school is officially closed due to inclement weather or other emergency conditions.

When the start of school is delayed because of inclement weather or other emergency, school year full-time and school year part-time support staffs are to report to work as soon as possible and check in at the main office upon arrival. Employees will be paid only for actual hours worked.

#### **Article 27 - No Strike Agreement**

- 27.01 The Union agrees for itself and its members that it will not strike or cause a concerted slowdown during the life of this Agreement. The Board agrees that it will not lockout employees during the life of this Agreement. Both the Union and the Board agree to make every effort to settle any dispute that might arise by utilization of the grievance procedure. In the event of a strike, the Union will order its members back to work and so notify the Board of Education.

#### **Article 28 - Miscellaneous**

- 28.01 **Physical Examinations:** If the Employer requires an employee to have an examination by a physician, the Employer shall pay the full cost of physical examinations required of any employees within the bargaining unit, and shall designate a physician or physicians to perform such examinations.
- 28.02 **Mileage Allowance:** Each bargaining unit member shall be reimbursed on a per mile basis for car expenses incurred as required by the district to fulfill his/her responsibilities. Expenses shall be submitted once a month and reimbursed within the following month. The reimbursement per mile shall be paid at the Internal Revenue Service rate in effect at the time the mileage expense was incurred.
- 28.03 **Clothing Allowance:** The Board will provide an allowance of seventy-five dollars (\$75.00) per year to Maintenance, Custodial and Food Service employees to purchase work clothing, including jackets and work shoes, of a type to be specified by the Board. Starting July 1, 1987, such payments shall be made on the employee's anniversary date. All Maintenance, Custodial, and Food Service employees will wear a work uniform during working hours. New Maintenance, Custodial and Food Service employees will wear a work uniform during working hours. New Maintenance, Custodial and Food Service employees will be entitled to a maximum allowance of one hundred dollars (\$100.00) during their first year of employment, to be paid after completion of sixty (60) work days of employment.
- 28.04 **Maintenance of Fringe Benefits:** Any Benefits received by employees, which are mandatorily bargainable or the impact of which are mandatorily bargainable, but are not specifically referred to in this Agreement shall be continued for the life of this Agreement.

- 28.05 **Coaching, Club Advisor Positions, or Supervision of Extracurricular Activities:** If a bargaining unit employee holds such a position, he shall be compensated at the rate of pay equal to that which is set for a professional employee who would fill such position. Supervision of Extracurricular Activities shall not be subject to the provisions of Article 12 - Overtime of this Agreement.
- 28.06 **Special Education License:** The district shall pay up to seventy-five dollars (\$75.00) for special education paraprofessionals who receive their Department of Public Instruction license. Employees shall be eligible for this benefit no more than once every five (5) years. If employee self-terminates employment prior to expiration of license, employee will reimburse district proportionately (this would not apply if the employee is retiring).
- 28.07 **Early Release Days:** If work is available on early release days, employees at their option can stay and work their full shift with building administrator or designee's approval.

**Article 29 - Nondiscrimination**

- 29.01 **General:** The parties hereto agree that there shall be no discrimination with respect to any employee or the hiring of new employees because of age, sex, race, religion, national origin, handicap, or status as a Vietnam Veteran. It is understood that complaints arising under this Article shall be processed through the appropriate State and/or Federal agencies, and shall not be subject to the grievance procedure contained herein.
- 29.02 **Pronouns:** It is understood by the parties that masculine pronouns have been used in this Agreement for the sake of convenience, and that the terms and conditions of employment set forth herein are intended to apply equally in all respects to all employees, regardless of sex.

**Article 30 - Separability**

- 30.01 Should any provision of this Agreement be found to be in violation of any State of Wisconsin and/or Federal law, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The parties hereto shall immediately meet and negotiate to find a satisfactory solution to the issue in violation of the law.

**Article 31 - Duration**

- 31.01 **Duration:** This Agreement shall become effective July 1, 2010 and shall remain in full force and effect for the period of three (3) years, up to and including June 30, 2013.
- 31.02 **Reopening Procedure:** This Agreement shall be automatically renewed for periods of one (1) year thereafter unless either party gives notice in writing to the other party of its desire to negotiate modifications in the Agreement. Such written notice shall be served no later than March 15th in the year in which the Agreement expires. The parties agree to commence negotiations within sixty (60) days of the receipt of the reopening notice.

Dated and signed at Germantown, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR LOCAL 2423, GERMANTOWN  
SCHOOL DISTRICT EMPLOYEES UNION,  
DISTRICT  
AFSCME, AFL-CIO:

FOR THE GERMANTOWN SCHOOL  
DISTRICT  
GERMANTOWN, WISCONSIN:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Lee Gierke, Staff Representative

**APPENDIX A: CLASSIFICATIONS AND HOURLY WAGE RATES**

**Effective July 1, 2010**

| Classification & Range     |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | Longevity         |                   |                   |                   |                    |       |
|----------------------------|-----|--|---------|--------|-----------|---------|-------------------|-------------------|-------------------|-------------------|--------------------|-------|
|                            |     | Start  | 60 days | 1 year | 18 months | 2 years | 6.00<br>10+ years | 7.00<br>15+ years | 8.00<br>20+ years | 9.00<br>25+ years | 10.00<br>30+ years |       |
| <b>Maintenance</b>         |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 1                          | I   | Maintenance  | 23.15   | 23.27  | 23.38     | 23.48   | 23.58             | 23.73             | 23.78             | 23.83             | 23.88              | 23.98 |
| 2                          | II  | Maintenance Helper<br>Groundskeeper  | 21.55   | 21.65  | 21.76     | 21.87   | 21.98             | 22.13             | 22.18             | 22.23             | 22.28              | 22.38 |
| <b>Custodial</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 3                          | I   | Head Custodian II  | 22.06   | 22.16  | 22.29     | 22.39   | 22.49             | 22.64             | 22.69             | 22.74             | 22.79              | 22.89 |
| 4                          | II  | Head Custodian I   | 21.55   | 21.65  | 21.76     | 21.87   | 21.98             | 22.13             | 22.18             | 22.23             | 22.28              | 22.38 |
| 5                          | III | Warehouseman<br>Custodian III  | 20.94   | 21.04  | 21.15     | 21.27   | 21.37             | 21.52             | 21.57             | 21.62             | 21.67              | 21.77 |
| 6                          | IV  | Custodian II   | 19.77   | 19.88  | 19.98     | 20.09   | 20.21             | 20.36             | 20.41             | 20.46             | 20.51              | 20.61 |
| 7                          | V   | Custodian I  | 17.58   | 17.70  | 17.80     | 17.91   | 18.01             | 18.16             | 18.21             | 18.26             | 18.31              | 18.41 |
| <b>Clerical/Secretary</b>  |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 8                          | I   | Payroll Clerk  | 22.83   | 22.95  | 23.05     | 23.15   | 23.27             | 23.42             | 23.47             | 23.52             | 23.57              | 23.67 |
| 9a                         | II  | Account Clerk II<br>Secretary-Central Office (C&I)<br>Secretary-Central Office (PS)  | 20.94   | 21.04  | 21.15     | 21.27   | 21.37             | 21.52             | 21.57             | 21.62             | 21.67              | 21.77 |
| 9b                         | IIb | Assistant Payroll/Account Clerk  | 19.94   | 20.05  | 20.17     | 20.27   | 20.37             | 20.52             | 20.57             | 20.62             | 20.67              | 20.77 |
| 10                         | III | Administrative Secretary III<br>High School Principal<br>Middle School Principal<br>High School Bookkeeper<br>High School Guidance Registrar   | 17.53   | 17.64  | 17.75     | 17.86   | 17.96             | 18.11             | 18.16             | 18.21             | 18.26              | 18.36 |
| 11                         | IV  | Administrative Secretary II<br>High School Asst. Principal<br>Middle School Asst. Principal<br>Elementary Principals<br>Receptionist - Central Office<br>Secretary-Maintenance/Grounds<br>Account Clerk I<br>Business Office<br>Food Service | 16.00   | 16.12  | 16.22     | 16.33   | 16.44             | 16.59             | 16.64             | 16.69             | 16.74              | 16.84 |
| 12                         | V   | Administrative Secretary I<br>High School-Department<br>High School-Switchboard<br>Middle School-Department  | 15.37   | 15.47  | 15.58     | 15.70   | 15.80             | 15.95             | 16.00             | 16.05             | 16.10              | 16.20 |
| <b>Technical Support</b>   |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 13                         | I   | AV Specialist  | 17.53   | 17.64  | 17.75     | 17.86   | 17.96             | 18.11             | 18.16             | 18.21             | 18.26              | 18.36 |
| <b>Teaching Assistance</b> |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 14                         | I   | Special Education Program Aide   | 15.42   | 15.52  | 15.64     | 15.75   | 15.85             | 16.00             | 16.05             | 16.10             | 16.15              | 16.25 |
| 15                         | II  | Instructional<br>Library<br>Supervision  | 14.47   | 14.59  | 14.70     | 14.80   | 14.91             | 15.06             | 15.11             | 15.16             | 15.21              | 15.31 |
| 16                         | III | Clerical   | 13.76   | 13.87  | 13.98     | 14.09   | 14.20             | 14.35             | 14.40             | 14.45             | 14.50              | 14.60 |
| 17                         | IV  | Personal Health Care Aide  | 17.17   | 17.27  | 17.38     | 17.48   | 17.60             | 17.75             | 17.80             | 17.85             | 17.90              | 18.00 |
| 18                         | V   | Educational Interpreter (Deaf or<br>Hearing Impaired)  | 18.94   | 19.04  | 19.16     | 19.26   | 19.37             | 19.52             | 19.57             | 19.62             | 19.67              | 19.77 |
| <b>Food Service</b>        |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 19                         | I   | Head Cook  | 17.04   | 17.16  | 17.26     | 17.37   | 17.47             | 17.62             | 17.67             | 17.72             | 17.77              | 17.87 |
| 20                         | II  | Assistant Cook   | 14.68   | 14.78  | 14.89     | 15.00   | 15.11             | 15.26             | 15.31             | 15.36             | 15.41              | 15.51 |
| 21                         | III | Kitchen Aide   | 13.79   | 13.91  | 14.01     | 14.12   | 14.23             | 14.38             | 14.43             | 14.48             | 14.53              | 14.63 |
| Classification & Range     |     | Start  | 60 days | 1 year | 18 months | 2 years | 10+ years         | 15+ years         | 20+ years         | 25+ years         | 30+ years          |       |
|                            |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | 6.00              | 7.00              | 8.00              | 9.00              | 10.00              |       |
| <b>Longevity</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |

**APPENDIX A: CLASSIFICATIONS AND HOURLY WAGE RATES**

**Effective January 1, 2011**

| Classification & Range     |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | Longevity         |                   |                   |                   |                    |       |
|----------------------------|-----|--|---------|--------|-----------|---------|-------------------|-------------------|-------------------|-------------------|--------------------|-------|
|                            |     | Start  | 60 days | 1 year | 18 months | 2 years | 6.00<br>10+ years | 7.00<br>15+ years | 8.00<br>20+ years | 9.00<br>25+ years | 10.00<br>30+ years |       |
| <b>Maintenance</b>         |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 1                          | I   | Maintenance  | 23.39   | 23.50  | 23.61     | 23.72   | 23.82             | 23.97             | 24.02             | 24.07             | 24.12              | 24.22 |
| 2                          | II  | Maintenance Helper<br>Groundskeeper  | 21.77   | 21.87  | 21.97     | 22.09   | 22.20             | 22.35             | 22.40             | 22.45             | 22.50              | 22.60 |
| <b>Custodial</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 3                          | I   | Head Custodian II  | 22.28   | 22.39  | 22.51     | 22.61   | 22.72             | 22.87             | 22.92             | 22.97             | 23.02              | 23.12 |
| 4                          | II  | Head Custodian I   | 21.77   | 21.87  | 21.97     | 22.09   | 22.20             | 22.35             | 22.40             | 22.45             | 22.50              | 22.60 |
| 5                          | III | Warehouseman<br>Custodian III  | 21.15   | 21.25  | 21.37     | 21.48   | 21.58             | 21.73             | 21.78             | 21.83             | 21.88              | 21.98 |
| 6                          | IV  | Custodian II   | 19.97   | 20.08  | 20.18     | 20.29   | 20.41             | 20.56             | 20.61             | 20.66             | 20.71              | 20.81 |
| 7                          | V   | Custodian I  | 17.76   | 17.87  | 17.98     | 18.09   | 18.19             | 18.34             | 18.39             | 18.44             | 18.49              | 18.59 |
| <b>Clerical/Secretary</b>  |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 8                          | I   | Payroll Clerk  | 23.06   | 23.18  | 23.28     | 23.39   | 23.50             | 23.65             | 23.70             | 23.75             | 23.80              | 23.90 |
| 9a                         | II  | Account Clerk II<br>Secretary-Central Office (C&I)<br>Secretary-Central Office (PS)  | 21.15   | 21.25  | 21.37     | 21.48   | 21.58             | 21.73             | 21.78             | 21.83             | 21.88              | 21.98 |
| 9b                         | IIb | Assistant Payroll/Account Clerk  | 20.14   | 20.25  | 20.37     | 20.47   | 20.57             | 20.72             | 20.77             | 20.82             | 20.87              | 20.97 |
| 10                         | III | Administrative Secretary III<br>High School Principal<br>Middle School Principal<br>High School Bookkeeper<br>High School Guidance Registrar   | 17.71   | 17.81  | 17.93     | 18.04   | 18.14             | 18.29             | 18.34             | 18.39             | 18.44              | 18.54 |
| 11                         | IV  | Administrative Secretary II<br>High School Asst. Principal<br>Middle School Asst. Principal<br>Elementary Principals<br>Receptionist - Central Office<br>Secretary-Maintenance/Grounds<br>Account Clerk I<br>Business Office<br>Food Service | 16.16   | 16.28  | 16.38     | 16.49   | 16.61             | 16.76             | 16.81             | 16.86             | 16.91              | 17.01 |
| 12                         | V   | Administrative Secretary I<br>High School-Department<br>High School-Switchboard<br>Middle School-Department  | 15.53   | 15.63  | 15.73     | 15.85   | 15.96             | 16.11             | 16.16             | 16.21             | 16.26              | 16.36 |
| <b>Technical Support</b>   |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 13                         | I   | AV Specialist  | 17.71   | 17.81  | 17.93     | 18.04   | 18.14             | 18.29             | 18.34             | 18.39             | 18.44              | 18.54 |
| <b>Teaching Assistance</b> |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 14                         | I   | Special Education Program Aide   | 15.58   | 15.68  | 15.79     | 15.91   | 16.01             | 16.16             | 16.21             | 16.26             | 16.31              | 16.41 |
| 15                         | II  | Instructional<br>Library<br>Supervision  | 14.62   | 14.73  | 14.85     | 14.95   | 15.06             | 15.21             | 15.26             | 15.31             | 15.36              | 15.46 |
| 16                         | III | Clerical   | 13.90   | 14.01  | 14.12     | 14.23   | 14.34             | 14.49             | 14.54             | 14.59             | 14.64              | 14.74 |
| 17                         | IV  | Personal Health Care Aide  | 17.34   | 17.44  | 17.55     | 17.66   | 17.77             | 17.92             | 17.97             | 18.02             | 18.07              | 18.17 |
| 18                         | V   | Educational Interpreter (Deaf or<br>Hearing Impaired)  | 19.13   | 19.23  | 19.35     | 19.45   | 19.56             | 19.71             | 19.76             | 19.81             | 19.86              | 19.96 |
| <b>Food Service</b>        |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 19                         | I   | Head Cook  | 17.21   | 17.33  | 17.43     | 17.54   | 17.65             | 17.80             | 17.85             | 17.90             | 17.95              | 18.05 |
| 20                         | II  | Assistant Cook   | 14.82   | 14.93  | 15.04     | 15.15   | 15.26             | 15.41             | 15.46             | 15.51             | 15.56              | 15.66 |
| 21                         | III | Kitchen Aide   | 13.93   | 14.05  | 14.15     | 14.26   | 14.37             | 14.52             | 14.57             | 14.62             | 14.67              | 14.77 |
| Classification & Range     |     | Start  | 60 days | 1 year | 18 months | 2 years | 10+ years         | 15+ years         | 20+ years         | 25+ years         | 30+ years          |       |
|                            |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | 6.00              | 7.00              | 8.00              | 9.00              | 10.00              |       |
| <b>Longevity</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |

**APPENDIX A: CLASSIFICATIONS AND HOURLY WAGE RATES**  
**Effective July 1, 2011**

| Classification & Range     |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | Longevity         |                   |                   |                   |                    |       |
|----------------------------|-----|--|---------|--------|-----------|---------|-------------------|-------------------|-------------------|-------------------|--------------------|-------|
|                            |     | Start  | 60 days | 1 year | 18 months | 2 years | 6.00<br>10+ years | 7.00<br>15+ years | 8.00<br>20+ years | 9.00<br>25+ years | 10.00<br>30+ years |       |
| <b>Maintenance</b>         |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 1                          | I   | Maintenance  | 23.85   | 23.97  | 24.08     | 24.19   | 24.29             | 24.44             | 24.49             | 24.54             | 24.59              | 24.69 |
| 2                          | II  | Maintenance Helper<br>Groundskeeper  | 22.20   | 22.31  | 22.41     | 22.53   | 22.64             | 22.79             | 22.84             | 22.89             | 22.94              | 23.04 |
| <b>Custodial</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 3                          | I   | Head Custodian II  | 22.73   | 22.83  | 22.96     | 23.07   | 23.17             | 23.32             | 23.37             | 23.42             | 23.47              | 23.57 |
| 4                          | II  | Head Custodian I   | 22.20   | 22.31  | 22.41     | 22.53   | 22.64             | 22.79             | 22.84             | 22.89             | 22.94              | 23.04 |
| 5                          | III | Warehouseman<br>Custodian III  | 21.57   | 21.68  | 21.79     | 21.91   | 22.01             | 22.16             | 22.21             | 22.26             | 22.31              | 22.41 |
| 6                          | IV  | Custodian II   | 20.36   | 20.48  | 20.59     | 20.70   | 20.82             | 20.97             | 21.02             | 21.07             | 21.12              | 21.22 |
| 7                          | V   | Custodian I  | 18.12   | 18.23  | 18.34     | 18.45   | 18.56             | 18.71             | 18.76             | 18.81             | 18.86              | 18.96 |
| <b>Clerical/Secretary</b>  |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 8                          | I   | Payroll Clerk  | 23.52   | 23.64  | 23.75     | 23.85   | 23.97             | 24.12             | 24.17             | 24.22             | 24.27              | 24.37 |
| 9a                         | II  | Account Clerk II<br>Secretary-Central Office (C&I)<br>Secretary-Central Office (PS)  | 21.57   | 21.68  | 21.79     | 21.91   | 22.01             | 22.16             | 22.21             | 22.26             | 22.31              | 22.41 |
| 9b                         | IIb | Assistant Payroll/Account Clerk  | 20.54   | 20.66  | 20.77     | 20.88   | 20.98             | 21.13             | 21.18             | 21.23             | 21.28              | 21.38 |
| 10                         | III | Administrative Secretary III<br>High School Principal<br>Middle School Principal<br>High School Bookkeeper<br>High School Guidance Registrar   | 18.06   | 18.17  | 18.28     | 18.40   | 18.50             | 18.65             | 18.70             | 18.75             | 18.80              | 18.90 |
| 11                         | IV  | Administrative Secretary II<br>High School Asst. Principal<br>Middle School Asst. Principal<br>Elementary Principals<br>Receptionist - Central Office<br>Secretary-Maintenance/Grounds<br>Account Clerk I<br>Business Office<br>Food Service | 16.49   | 16.60  | 16.71     | 16.82   | 16.94             | 17.09             | 17.14             | 17.19             | 17.24              | 17.34 |
| 12                         | V   | Administrative Secretary I<br>High School-Department<br>High School-Switchboard<br>Middle School-Department  | 15.84   | 15.94  | 16.05     | 16.17   | 16.28             | 16.43             | 16.48             | 16.53             | 16.58              | 16.68 |
| <b>Technical Support</b>   |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 13                         | I   | AV Specialist  | 18.06   | 18.17  | 18.28     | 18.40   | 18.50             | 18.65             | 18.70             | 18.75             | 18.80              | 18.90 |
| <b>Teaching Assistance</b> |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 14                         | I   | Special Education Program Aide   | 15.89   | 15.99  | 16.11     | 16.22   | 16.33             | 16.48             | 16.53             | 16.58             | 16.63              | 16.73 |
| 15                         | II  | Instructional<br>Library<br>Supervision  | 14.91   | 15.03  | 15.14     | 15.25   | 15.36             | 15.51             | 15.56             | 15.61             | 15.66              | 15.76 |
| 16                         | III | Clerical   | 14.18   | 14.29  | 14.41     | 14.51   | 14.63             | 14.78             | 14.83             | 14.88             | 14.93              | 15.03 |
| 17                         | IV  | Personal Health Care Aide  | 17.69   | 17.79  | 17.91     | 18.01   | 18.13             | 18.28             | 18.33             | 18.38             | 18.43              | 18.53 |
| 18                         | V   | Educational Interpreter (Deaf or<br>Hearing Impaired)  | 19.51   | 19.62  | 19.73     | 19.84   | 19.95             | 20.10             | 20.15             | 20.20             | 20.25              | 20.35 |
| <b>Food Service</b>        |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 19                         | I   | Head Cook  | 17.56   | 17.67  | 17.78     | 17.90   | 18.00             | 18.15             | 18.20             | 18.25             | 18.30              | 18.40 |
| 20                         | II  | Assistant Cook   | 15.12   | 15.23  | 15.34     | 15.46   | 15.56             | 15.71             | 15.76             | 15.81             | 15.86              | 15.96 |
| 21                         | III | Kitchen Aide   | 14.21   | 14.33  | 14.44     | 14.54   | 14.66             | 14.81             | 14.86             | 14.91             | 14.96              | 15.06 |
| Classification & Range     |     | Start  | 60 days | 1 year | 18 months | 2 years | 10+ years         | 15+ years         | 20+ years         | 25+ years         | 30+ years          |       |
|                            |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | 6.00              | 7.00              | 8.00              | 9.00              | 10.00              |       |
| <b>Longevity</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |

**APPENDIX A: CLASSIFICATIONS AND HOURLY WAGE RATES**  
**Effective January 1, 2012**

| Classification & Range     |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | Longevity         |                   |                   |                   |                    |       |
|----------------------------|-----|--|---------|--------|-----------|---------|-------------------|-------------------|-------------------|-------------------|--------------------|-------|
|                            |     | Start  | 60 days | 1 year | 18 months | 2 years | 6.00<br>10+ years | 7.00<br>15+ years | 8.00<br>20+ years | 9.00<br>25+ years | 10.00<br>30+ years |       |
| <b>Maintenance</b>         |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 1                          | I   | Maintenance  | 23.97   | 24.09  | 24.20     | 24.31   | 24.42             | 24.57             | 24.62             | 24.67             | 24.72              | 24.82 |
| 2                          | II  | Maintenance Helper<br>Groundskeeper  | 22.31   | 22.42  | 22.53     | 22.64   | 22.76             | 22.91             | 22.96             | 23.01             | 23.06              | 23.16 |
| <b>Custodial</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 3                          | I   | Head Custodian II  | 22.84   | 22.95  | 23.07     | 23.18   | 23.29             | 23.44             | 23.49             | 23.54             | 23.59              | 23.69 |
| 4                          | II  | Head Custodian I   | 22.31   | 22.42  | 22.53     | 22.64   | 22.76             | 22.91             | 22.96             | 23.01             | 23.06              | 23.16 |
| 5                          | III | Warehouseman<br>Custodian III  | 21.68   | 21.79  | 21.90     | 22.02   | 22.12             | 22.27             | 22.32             | 22.37             | 22.42              | 22.52 |
| 6                          | IV  | Custodian II   | 20.47   | 20.58  | 20.69     | 20.80   | 20.92             | 21.07             | 21.12             | 21.17             | 21.22              | 21.32 |
| 7                          | V   | Custodian I  | 18.21   | 18.32  | 18.43     | 18.54   | 18.65             | 18.80             | 18.85             | 18.90             | 18.95              | 19.05 |
| <b>Clerical/Secretary</b>  |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 8                          | I   | Payroll Clerk  | 23.63   | 23.76  | 23.87     | 23.97   | 24.09             | 24.24             | 24.29             | 24.34             | 24.39              | 24.49 |
| 9a                         | II  | Account Clerk II<br>Secretary-Central Office (C&I)<br>Secretary-Central Office (PS)  | 21.68   | 21.79  | 21.90     | 22.02   | 22.12             | 22.27             | 22.32             | 22.37             | 22.42              | 22.52 |
| 9b                         | IIb | Assistant Payroll/Account Clerk  | 20.65   | 20.76  | 20.88     | 20.98   | 21.09             | 21.24             | 21.29             | 21.34             | 21.39              | 21.49 |
| 10                         | III | Administrative Secretary III<br>High School Principal<br>Middle School Principal<br>High School Bookkeeper<br>High School Guidance Registrar   | 18.15   | 18.26  | 18.38     | 18.49   | 18.60             | 18.75             | 18.80             | 18.85             | 18.90              | 19.00 |
| 11                         | IV  | Administrative Secretary II<br>High School Asst. Principal<br>Middle School Asst. Principal<br>Elementary Principals<br>Receptionist - Central Office<br>Secretary-Maintenance/Grounds<br>Account Clerk I<br>Business Office<br>Food Service | 16.57   | 16.69  | 16.79     | 16.91   | 17.02             | 17.17             | 17.22             | 17.27             | 17.32              | 17.42 |
| 12                         | V   | Administrative Secretary I<br>High School-Department<br>High School-Switchboard<br>Middle School-Department  | 15.91   | 16.02  | 16.13     | 16.25   | 16.36             | 16.51             | 16.56             | 16.61             | 16.66              | 16.76 |
| <b>Technical Support</b>   |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 13                         | I   | AV Specialist  | 18.15   | 18.26  | 18.38     | 18.49   | 18.60             | 18.75             | 18.80             | 18.85             | 18.90              | 19.00 |
| <b>Teaching Assistance</b> |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 14                         | I   | Special Education Program Aide   | 15.97   | 16.07  | 16.19     | 16.31   | 16.41             | 16.56             | 16.61             | 16.66             | 16.71              | 16.81 |
| 15                         | II  | Instructional<br>Library<br>Supervision  | 14.99   | 15.10  | 15.22     | 15.32   | 15.44             | 15.59             | 15.64             | 15.69             | 15.74              | 15.84 |
| 16                         | III | Clerical   | 14.25   | 14.36  | 14.48     | 14.58   | 14.70             | 14.85             | 14.90             | 14.95             | 15.00              | 15.10 |
| 17                         | IV  | Personal Health Care Aide  | 17.77   | 17.88  | 18.00     | 18.10   | 18.22             | 18.37             | 18.42             | 18.47             | 18.52              | 18.62 |
| 18                         | V   | Educational Interpreter (Deaf or<br>Hearing Impaired)  | 19.61   | 19.72  | 19.83     | 19.94   | 20.05             | 20.20             | 20.25             | 20.30             | 20.35              | 20.45 |
| <b>Food Service</b>        |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |
| 19                         | I   | Head Cook  | 17.65   | 17.76  | 17.87     | 17.98   | 18.09             | 18.24             | 18.29             | 18.34             | 18.39              | 18.49 |
| 20                         | II  | Assistant Cook   | 15.20   | 15.30  | 15.42     | 15.53   | 15.64             | 15.79             | 15.84             | 15.89             | 15.94              | 16.04 |
| 21                         | III | Kitchen Aide   | 14.28   | 14.40  | 14.51     | 14.62   | 14.73             | 14.88             | 14.93             | 14.98             | 15.03              | 15.13 |
| Classification & Range     |     | Start  | 60 days | 1 year | 18 months | 2 years | 10+ years         | 15+ years         | 20+ years         | 25+ years         | 30+ years          |       |
|                            |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | 6.00              | 7.00              | 8.00              | 9.00              | 10.00              |       |
| <b>Longevity</b>           |     |  |         |        |           |         |                   |                   |                   |                   |                    |       |

**APPENDIX A: CLASSIFICATIONS AND HOURLY WAGE RATES**

**Effective July 1, 2012**

| Classification & Range     |     |  |         |        |           |         | Longevity |           |           |           |           |       |
|----------------------------|-----|--|---------|--------|-----------|---------|-----------|-----------|-----------|-----------|-----------|-------|
|                            |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | 6.00      | 7.00      | 8.00      | 9.00      | 10.00     |       |
|                            |     | Start  | 60 days | 1 year | 18 months | 2 years | 10+ years | 15+ years | 20+ years | 25+ years | 30+ years |       |
| <b>Maintenance</b>         |     |  |         |        |           |         |           |           |           |           |           |       |
| 1                          | I   | Maintenance  | 24.45   | 24.57  | 24.69     | 24.80   | 24.90     | 25.05     | 25.10     | 25.15     | 25.20     | 25.30 |
| 2                          | II  | Maintenance Helper<br>Groundskeeper  | 22.76   | 22.87  | 22.98     | 23.09   | 23.21     | 23.36     | 23.41     | 23.46     | 23.51     | 23.61 |
| <b>Custodial</b>           |     |  |         |        |           |         |           |           |           |           |           |       |
| 3                          | I   | Head Custodian II  | 23.30   | 23.41  | 23.54     | 23.64   | 23.75     | 23.90     | 23.95     | 24.00     | 24.05     | 24.15 |
| 4                          | II  | Head Custodian I   | 22.76   | 22.87  | 22.98     | 23.09   | 23.21     | 23.36     | 23.41     | 23.46     | 23.51     | 23.61 |
| 5                          | III | Warehouseman<br>Custodian III  | 22.11   | 22.22  | 22.34     | 22.46   | 22.57     | 22.72     | 22.77     | 22.82     | 22.87     | 22.97 |
| 6                          | IV  | Custodian II   | 20.88   | 20.99  | 21.10     | 21.22   | 21.34     | 21.49     | 21.54     | 21.59     | 21.64     | 21.74 |
| 7                          | V   | Custodian I  | 18.57   | 18.69  | 18.80     | 18.92   | 19.02     | 19.17     | 19.22     | 19.27     | 19.32     | 19.42 |
| <b>Clerical/Secretary</b>  |     |  |         |        |           |         |           |           |           |           |           |       |
| 8                          | I   | Payroll Clerk  | 24.11   | 24.24  | 24.34     | 24.45   | 24.57     | 24.72     | 24.77     | 24.82     | 24.87     | 24.97 |
| 9a                         | II  | Account Clerk II<br>Secretary-Central Office (C&I)<br>Secretary-Central Office (PS)  | 22.11   | 22.22  | 22.34     | 22.46   | 22.57     | 22.72     | 22.77     | 22.82     | 22.87     | 22.97 |
| 9b                         | IIb | Assistant Payroll/Account Clerk  | 21.06   | 21.18  | 21.30     | 21.40   | 21.51     | 21.66     | 21.71     | 21.76     | 21.81     | 21.91 |
| 10                         | III | Administrative Secretary III<br>High School Principal<br>Middle School Principal<br>High School Bookkeeper<br>High School Guidance Registrar   | 18.52   | 18.62  | 18.74     | 18.86   | 18.97     | 19.12     | 19.17     | 19.22     | 19.27     | 19.37 |
| 11                         | IV  | Administrative Secretary II<br>High School Asst. Principal<br>Middle School Asst. Principal<br>Elementary Principals<br>Receptionist - Central Office<br>Secretary-Maintenance/Grounds<br>Account Clerk I<br>Business Office<br>Food Service | 16.90   | 17.02  | 17.13     | 17.25   | 17.36     | 17.51     | 17.56     | 17.61     | 17.66     | 17.76 |
| 12                         | V   | Administrative Secretary I<br>High School-Department<br>High School-Switchboard<br>Middle School-Department  | 16.23   | 16.34  | 16.45     | 16.58   | 16.69     | 16.84     | 16.89     | 16.94     | 16.99     | 17.09 |
| <b>Technical Support</b>   |     |  |         |        |           |         |           |           |           |           |           |       |
| 13                         | I   | AV Specialist  | 18.52   | 18.62  | 18.74     | 18.86   | 18.97     | 19.12     | 19.17     | 19.22     | 19.27     | 19.37 |
| <b>Teaching Assistance</b> |     |  |         |        |           |         |           |           |           |           |           |       |
| 14                         | I   | Special Education Program Aide   | 16.29   | 16.39  | 16.51     | 16.63   | 16.74     | 16.89     | 16.94     | 16.99     | 17.04     | 17.14 |
| 15                         | II  | Instructional<br>Library<br>Supervision  | 15.29   | 15.40  | 15.52     | 15.63   | 15.75     | 15.90     | 15.95     | 16.00     | 16.05     | 16.15 |
| 16                         | III | Clerical   | 14.53   | 14.65  | 14.77     | 14.88   | 14.99     | 15.14     | 15.19     | 15.24     | 15.29     | 15.39 |
| 17                         | IV  | Personal Health Care Aide  | 18.13   | 18.24  | 18.36     | 18.46   | 18.58     | 18.73     | 18.78     | 18.83     | 18.88     | 18.98 |
| 18                         | V   | Educational Interpreter (Deaf or<br>Hearing Impaired)  | 20.00   | 20.11  | 20.23     | 20.34   | 20.46     | 20.61     | 20.66     | 20.71     | 20.76     | 20.86 |
| <b>Food Service</b>        |     |  |         |        |           |         |           |           |           |           |           |       |
| 19                         | I   | Head Cook  | 18.00   | 18.12  | 18.23     | 18.34   | 18.45     | 18.60     | 18.65     | 18.70     | 18.75     | 18.85 |
| 20                         | II  | Assistant Cook   | 15.50   | 15.61  | 15.73     | 15.85   | 15.95     | 16.10     | 16.15     | 16.20     | 16.25     | 16.35 |
| 21                         | III | Kitchen Aide   | 14.56   | 14.69  | 14.80     | 14.91   | 15.03     | 15.18     | 15.23     | 15.28     | 15.33     | 15.43 |
| Classification & Range     |     | Start  | 60 days | 1 year | 18 months | 2 years | 10+ years | 15+ years | 20+ years | 25+ years | 30+ years |       |
|                            |     | 1.00   | 2.00    | 3.00   | 4.00      | 5.00    | 6.00      | 7.00      | 8.00      | 9.00      | 10.00     |       |
| <b>Longevity</b>           |     |  |         |        |           |         |           |           |           |           |           |       |

## APPENDIX D: 2<sup>nd</sup> Shift Custodian Early Start Schedule

The early start shift schedule is designed to benefit the majority of second shift custodian staff requesting the early start times. The procedure establishes consistent hours of custodian service for school operation on work days without students or teachers and students. Only necessary evening activities will be scheduled and approved by site administrators to support this procedure and assist in the reduction of building operating expenses.

### PROCEDURE

#### START & END TIMES

1. On summer Break, Winter Break, Spring Break, and custodian work days, without teachers and students, the 2<sup>nd</sup> shift staff at all schools desiring to work the early shift will work the same shift as normal site day Custodian start and end times. Those times are currently as follows:
  - a. Germantown High School 6:00 am to 2:30 pm (a minimum of 2 staff members will be required to work with at least 1 staff member working a 2:30 pm to 11pm shift).
  - b. Kennedy Middle School 6:30 am to 3:00 pm (a minimum of 1 staff member will be required to work the normal site second shift times while summer school is in session).
  - c. Elementary Schools 6:30 am to 3:00 pm.
2. On Student Early Release Days, the 2<sup>nd</sup> shift staff at all schools desiring to work, the early shift will work from 11:30 am to 8:00 pm.
  - a. A minimum of 2 staff members will be required to work the normal site second shift times for their routine assignment at the Germantown High School.
  - b. A minimum of 1 staff member will be required to work the normal site second shift times at the Kennedy Middle School

#### Preliminary Notification and Approval

1. The Early Shift Start Site Administrator Notification and Approval form must be completed by the Building Work Group Leader and submitted to the site principal for approval. The minimum number of staff to remain on second shift may be increased based on the particular needs of the school as determined by the principal of that building.
2. The Early Shift Start Site Administrator Notification and Approval signed by the principal must be received by the Director of Maintenance and/or designee from the Building Work Group Leader no less than five work days prior to the start of the early shift start date.
3. Approved requests will be acknowledged by the Director of Maintenance and/or designee upon receipt of the signed Early Start Administrator Notification and approval from the Building Work Group Leader. The minimum number staff to remain on second shift may be increased based on the particular needs of the district as determined by the director of maintenance and/or designee.
4. A copy of the approved request will be sent to the individual site building Work Group Leader (as listed on the form) as soon as possible, but no later than the day prior to the day the early shift will be worked.
5. Copies of approved requests are maintained on file in the District Maintenance Office.
6. Conflicts and corrective action are to be dealt with on an individual employee basis.

#### Forms: The Early Shift Start Site Administrator Notification and Approval

The signatures below indicate the above departmental standard operating procedure (2<sup>nd</sup> Shift Custodian early Start Schedule) has been mutually agreed to by the Germantown School District and the Germantown District Employees Union Local 2423 AFSCME, AFL-CIO.

For Local 2423:  
*Jeanne Beaty* 9/14/09  
 President Date  
*Pat Gandy* 9/14/09  
 Staff Representative Date

For School District:  
*Richard L. ...* 9/14/09  
 Director of Business Date  
*[Signature]* 9/14/09  
 Board of Education Date

**Custodian 2<sup>nd</sup> Shift Early Shift Start  
Site Administrator Notification and Approval Form**

|  |           |             |
|--|-----------|-------------|
| Building Work Group Leader: _____                          |           | Date: _____ |
| Employees Requesting to Starting Early:                    |           |             |
| 1. _____   | 6. _____  |             |
| 2. _____   | 7. _____  |             |
| 3. _____   | 8. _____  |             |
| 4. _____   | 9. _____  |             |
| 5. _____   | 10. _____ |             |
| Employees Working Normal Site 2 <sup>nd</sup> Shift Times: |           |             |
| 1. _____   | 2. _____  |             |

|                           |                     |
|---------------------------|---------------------|
| Site Administrator: _____ | Date: _____         |
| Approved: _____           | Not Approved: _____ |
| Comments: _____           |                     |

|                             |                     |
|-----------------------------|---------------------|
| Maintenance Director: _____ | Date: _____         |
| Approved: _____             | Not Approved: _____ |
| Comments: _____             |                     |