7-1-1992

Milwaukee Board of School Directors and Service Employees' International Union, AFL-CIO, Local 150 (1992)

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Milwaukee Board of School Directors and Service Employees' International Union, AFL-CIO, Local 150 (1992)

Keywords
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Comments
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CONTRACT

between

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

and

LOCAL 150
SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO

(FOOD SERVICE MANAGERS)
(FOOD SERVICE ASSISTANTS)
(HANDICAPPED CHILDREN'S ASSISTANTS)

JULY 1, 1992

to

JUNE 30, 1994
MILWAUKEE BOARD OF SCHOOL DIRECTORS

Mary Bills, President

Jared M. Johnson  Lawrence J. O'Neil
David M. Lucey  Christine Sinicki
Joyce P. Mallory  Sandra J. Small
Donald J. O'Connell

Howard Fuller, Superintendent of Schools

Deborah A. Ford, Director
Division of Labor Relations
LOCAL 150
SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO
(Food Service Managers)
(Food Service Assistants)
(Handicapped Children's Assistants)

Dan Iverson, President
Steve Cupery, Union Representative

BARGAINING TEAM (Food Service)
Bret Brinkman
Auguster Carter
Linda Drickhamer
Barbara Hynes
Pat Knurowski
Joan Lay
Sharon Skare
Karla Vokes

BARGAINING TEAM (Handicapped Children's Assistants)
Louise Bulowicz
Catherine Harris
Mable McGraw
Carol Vian
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THIS AGREEMENT, made and entered into at Milwaukee, Wisconsin, pursuant to
the provisions of Section 111.70, Wisconsin Statutes, by and between the
Milwaukee Board of School Directors, a municipal employer, hereinafter
referred to as the "Board," and Local 150, Service Employees'
International Union, AFL-CIO, hereinafter referred to as the "Union," as
representative of the employees (food service managers, food service
manager trainees, food service assistants, handicapped children's
assistants, and school nursing assistants), employed by the Board and
included in the bargaining unit certified by the Wisconsin Employment
Relations Commission
(WERC), WITNESSETH:

WHEREAS, both of the parties to this agreement are desirous of reaching an
amicable understanding with respect to the employer-employee relationship
which exists between them and to enter into a complete agreement covering
rates of pay, hours of work, and conditions of employment; and

WHEREAS, the parties acknowledge that during the negotiations which
resulted in this agreement, each had the unlimited right and opportunity
to make demands and proposals with respect to any subject or matter not
removed by law from the area of collective bargaining, and that the
understandings and agreements arrived at by the parties after the exercise
of that right and opportunity are set forth in this agreement; and

WHEREAS, it is intended that the following agreements shall be an
implementation of the provisions of Section 111.70, Wisconsin Statutes,
consistent with the legislative authority which devolves upon the Board
and the administrative authority and responsibility of the superintendent
and the Statutes of the State of Wisconsin and amendments thereto and,
insofar as applicable, the administrative rules of the Department of
Public Instruction and amendments thereto.

PART I

A. CONSIDERATION

The consideration for the execution of this binding agreement is the
covenants mutually expressed herein and arrived at by the parties hereto.

B. CONDITIONS AND DURATION OF AGREEMENT

This agreement shall continue in full force and effect from July 1, 1992,
to and including June 30, 1994. The Board and the Union for the life of
this agreement each voluntarily and unqualifiedly waives the right, and
each agrees that the other shall not be obligated to bargain collectively
with respect to any subject or matter referred to or covered in this
agreement or with respect to any subject or matter not specifically
referred to or covered in this agreement, even though such subject or
matter may not have been within the knowledge or contemplation of either
or both of the parties at the time they negotiated or signed this
agreement.

C. NEGOTIATIONS

Either party to this agreement may select for itself such negotiator or
negotiators for the purposes of carrying on conferences and negotiations,
under the provisions of Section 111.70, Wisconsin Statutes, as such party
may determine. No consent from either party shall be required in order to
name such negotiator or negotiators, except as limited by Part II,
Section B.

D. TIMETABLE

1. Conferences and negotiations shall be carried on by the parties
hereto as follows:

   The Union and the Board will exchange initial proposals by April
   1.

   It is agreed that the date specified in this guideline may be waived
   by mutual consent of the parties.

2. The parties agree that should it become necessary, they will
   utilize mediation and fact finding in order to facilitate
   negotiations.

3. The negotiators for the Board and the Union shall recommend to the
   Board and the Union, respectively, that they ratify any agreements
   reached in negotiation. Upon ratification, the agreement shall be
   reduced to writing and signed by both parties.

E. SUBORDINATE STATUTES, ETC.

This agreement shall in all respects, wherever the same may be applicable
herein, be subject and subordinate to the provisions of the Wisconsin
Statutes as amended and shall also be subject to the Rules of the Board as
amended provided, however, that if any amendment to the Rules is in
conflict with any specific provision of this agreement, the agreement
shall govern.
PART II

A. RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining unit and as the certified representative of those employees in the bargaining unit occupying the positions and classifications as defined in the appropriate "Certification of Representatives" (food service managers, food service manager trainees, food service assistants, handicapped children's assistants, and school nursing assistants) promulgated by the WERC. The Union recognizes its responsibility to cooperate with the Board to assure maximum service at minimum cost to the public, consonant with its obligations to the employees it represents. This clause shall not be interpreted for purposes other than identifying the bargaining representative and the bargaining unit.

B. UNION NEGOTIATING COMMITTEE

The Union shall advise the Board of the names of its negotiators. The Union shall be allowed a total of not to exceed sixteen (16) hours of employee's base salary for time spent in negotiations during the regular working hours during the life of this agreement. The Union shall determine the allocation of the hours among the membership during the negotiations.

C. UNION SECURITY

1. FAIR SHARE AGREEMENT. All employees represented by the Union who have completed sixty (60) calendar days of service, work more than forty-eight (48) hours in a month, and are not members of the Union shall be required, as a condition of employment, to pay to the Union each month a proportionate share of the cost of the collective bargaining process and contract administration. Such charge shall be deducted from the employee's paycheck in the same manner as Union dues and shall be the same amount as the Union charges for regular dues, not including special assessments or initiation fees.

No part of fair share money may be used to any extent in a political campaign for or against any candidate for public office.

In consideration of this provision, the Union agrees:

a. That no employee will be denied membership or have his/her membership terminated in the Union for reasons other than failure of the employee to tender his/her dues, initiation fee, or duly imposed fines uniformly required as a condition of acquiring or retaining membership in the Union. The Union agrees to furnish
the Board a current list of employes in the bargaining unit whose
applications for Union membership are denied and a list of
employes whose memberships are terminated, with grounds therefore,
within five (5) days after rejection or termination.

b. The Union agrees to provide all fair share bargaining unit
personnel and new employes within thirty (30) days of notification
of employment a rationale for the amount of fair share dues
collected and information with respect to methods for appealing
the amount designated to be collected through fair share. All
procedures developed will be in conformance with the requirements
established in Chicago Teachers Union, Local #1 v. Hudson (475 US
292 [1986]).

c. The Union further agrees to hold the Board harmless from any
damages arising out of any legal action by any employe contesting
the above set forth deduction from his/her salary. The Board and
the Union agree to jointly defend against any such action.

2. BARGAINING UNIT LISTS

a. The Board shall provide the Union with a complete printout
listing of all employes in the bargaining unit in March and
October of each year at no cost to the Union. The list shall be
in alphabetical order by last name and include address, work
location, salary, social security number, classification, pension
eligibility, and date of hire.

b. A monthly list will be provided to the Union of new employes
with address, classification, work location, and date of hire and
of promotions; retirements, resignations, and transfers within the
bargaining unit and the effective date of the transaction.

3. DUES DEDUCTION AND CHECKOFF. The Board shall provide the Union
with the opportunity to have dues of members of the bargaining unit
deducted from the employes' checks, where the employes so desire.
Such deduction will commence two (2) pay periods after the pay period
in which the request is received.

4. BULLETIN BOARDS. The Union shall be permitted to utilize a
portion of bulletin boards in the kitchen area to post notices of
meetings, notices of social events, and notices of elections. Such
documents shall not contain political or religious statements or
statements which would constitute a personal attack or reflect
unfavorably on the school system or its employes.
D. MANAGEMENT RESPONSIBILITIES

1. The Union recognizes the prerogative of the Board and superintendent to operate and manage its affairs in all respects, in accordance with its responsibilities. All powers or authority, which the Board and superintendent have not officially abridged, delegated, or modified by this agreement, are retained by the Board and superintendent.

2. The superintendent has the right to schedule overtime work as required in a manner most advantageous to the Board and consistent with the requirements of school employment and the public interest.

3. It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employe.

4. The Board and superintendent reserve the right to discipline and/or discharge. The Board and superintendent reserve the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the Board or where such continuation of work would be wasteful and unproductive. Where a layoff is required in a school, the persons with least seniority in the system at such school will be laid off first. The Board and superintendent shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed, including the assignment, reassignment, and transfer of personnel, except as specifically limited by the provisions of this agreement.

5. The Union recognizes that the Board has a statutory right and obligation in contracting for matters relating to the school system operation. The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. Upon request from the Union, the employer agrees to meet and discuss with the Union any information contained in solicitation for bids for subcontracting. Such meeting will take place within ten (10) days of request. The Board will meet with the Union to negotiate the impact of any decision to subcontract out any bargaining unit work.

6. The Union recognizes the exclusive right of the Board, the superintendent, and the superintendent to establish reasonable work rules. Changes in work rules may be made by the Board, the superintendent, and the superintendent as they deem necessary, but any dispute with respect to the reasonableness of any such change may be
submitted to advisory fact finding in accordance with Section 111.70 of Wisconsin Statutes.

E. LIMITATIONS UPON UNION ACTIVITY

1. No Union member or officer shall conduct Union business on Board time, except as set forth herein.

2. No Union meeting shall be held on Board time.

PART III

SALARIES, WAGES, AND FRINGE BENEFITS

A. SALARIES

1. The salaries of employes as developed by collective bargaining are set forth in Appendices A and B.

2. Overtime worked by full-time employes over eight (8) hours per day or forty (40) compensated hours per week, as authorized by the director of the respective divisions, shall be compensated at the time and a half rate. The forty (40)-hour week is recognized as the standard work week for all full-time employes.

B. HEALTH INSURANCE

1. Eligibility. All employes who are regularly scheduled to work in positions of twenty (20) or more hours per week are eligible to participate in the group health insurance plans offered by the Board.

Coverage for the new employe normally begins with the second month following acceptance of an approved application. An applicant who wishes health insurance coverage to become effective on the first day of employment may have such coverage by submitting to the Board a sum equivalent to two (2) months' payment of the premium along with an approved application.

2. The Board shall continue to provide hospital-surgical and major medical benefits for its employes as at present, subject to the following changes:

   a. Surgical care program (equivalent to that in effect on June 30, 1989) not to exceed a maximum of fifty thousand dollars ($50,000) for any one (1) illness for employes and their dependents.
b. Unlimited payment of diagnostic, x-ray, and laboratory charges for each covered participant per calendar year (effective 1-1-81).

c. The deductible feature of the major medical plan is fifty dollars ($50) per individual and one hundred fifty dollars ($150) per family. The limit on major medical is one hundred thousand dollars ($100,000). Effective August 1, 1994, the limit on major medical shall be two hundred thousand dollars ($200,000).

d. Hospital coverage shall provide for a private room when ordered by a physician as a medical necessity.

e. Except in emergencies, hospital admission will not be authorized on Friday afternoons or Saturdays. If non-emergency admission occurs on those days, the hospital charges will not be paid.

f. The basic indemnity health insurance plan shall be modified to include the requirement that employees seek second-opinion consultation as to the advisability of inpatient, elective surgery for the fifteen (15) procedures listed below. Second-opinion consultation shall be covered at one hundred percent (100%) of the usual and customary payment allowance. For inpatient, elective surgery performed with a second-opinion consultation, the plan will provide the normal level of coverage. For inpatient, elective surgery performed without a second-opinion consultation, the plan will provide benefits of eighty percent (80%) of the normal level of coverage. For elective surgery performed with a second-opinion consultation, the plan will provide the normal level of coverage. For elective surgery performed without a second-opinion consultation, the plan will provide benefits of eighty percent (80%) of the normal level of coverage.

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PART III - SECTION B

Thyroidectomy
Varicose Vein Surgery

g. Required Outpatient Surgery. Full health insurance coverage will be available for the medical procedures listed below when they are performed on an outpatient basis. (See also Part III, Section B(1)(i), Outpatient Precertification.) Participants in the health insurance plan having any of these medical procedures performed on an inpatient basis will be responsible for charges representing the difference between the cost of the service on an inpatient and outpatient basis.

If these medical procedures are performed on an inpatient basis in conjunction with other procedures (not included on the list) requiring inpatient care, or if these medical procedures must be performed on an inpatient basis for a medical reason as determined by the participant's physician in writing, and the insurance carrier medical consultants agree, or if these medical procedures are begun on an outpatient basis and complications require subsequent inpatient care, they shall be covered in full.

Adenoidectomy/Small Tonsil Tags (Removal of adenoids or small tonsil tags)
Tympanotomy/Myringotomy (ear drum incision)
Tubal Ligation (female sterilization)
Laparoscopy (examination of the abdomen via a tube)
Dilation and Curettage (scraping of uterus)
Hernia Repair for participant age 6 or under (rupture repair)
Arthroscopy (examination of a joint via a tube)
Lymph Node Biopsy/Excision (removal of lymph tissue)
Gastroscopy (examination of stomach via a tube)
Colonoscopy (examination of bowel via a tube)
Ganglion Excision (removal of nerve mass)
Cystoscopy (examination of bladder via a tube)
Vasectomy (male sterilization)
Breast Biopsy (removal of breast tissue for examination)
Pilonidal Cystectomy - incision and draining only (incision and draining of cyst at base of spine)
Fracture Care - small bones only (setting of small broken bones)
Tenorrhaphy - hands and feet only (tendon repair)
Circumcision (removal of foreskin)
Strabismus Repair - age 12 and under only (eye muscle surgery)
Wisdom Tooth Extraction (removal of impacting teeth)
Cervical Biopsy/Cautery (excision or burning of tissues from neck of uterus)
Epidural/Caudal Nerve Block (nerve injection for anesthesia or for relief of pain)
Hardware Removal - except hip/tibia (removal of pins, screws, plates, etc.)
Amputation of Digits - emergency trauma only (removal of partially severed digit)
Hemorrhoidectomy - small external only (removal of piles)
Hammertoe Repair (repair of deformed toes second through fifth toe)
Carpal Tunnel Repair (repair of nerve on wrist)

h. Outpatient Precertification. Effective November 1, 1994, the indemnity health insurance plan shall be modified to include the requirement that employes precertify the outpatient surgery and outpatient diagnostic procedures listed below. The employe or his/her representative must telephone the precertifying agency in advance and provide that agency with the name, address, and business phone number of the physician performing the procedure. Upon ratification by the parties, if the employe fails to comply with the obligation stated above, only eighty percent (80%) of the normal coverage otherwise in effect will be paid by the insurance administrator, and the employe will be required to pay twenty percent (20%) of the normal coverage up to a maximum penalty of two hundred dollars ($200).

The above precertification requirement shall not be required when it is necessary to perform one of these procedures on an emergency basis. Emergency shall mean: services and supplies for the treatment of a sudden onset of a medical condition manifesting itself by the sudden and severe symptoms of a condition when treatment is rendered immediately after the onset of such symptoms; provided, however, that such condition as finally diagnosed was such that, in the opinion of the physician, the absence of medical attention could reasonably result in any of the following:

1) Permanently placing the member's health in jeopardy.
2) Causing other serious medical consequences.
3) Causing serious impairment to bodily functions.
4) Causing serious and permanent dysfunction of any bodily organ or part.

The interpretation of this definition shall be based on the definition per se and shall not include any prior practices or precedents.
Outpatient Diagnostic Procedures Requiring Precertification:

Cardiac Angiography (examination of heart via a tube)
Colonoscopy (examination of bowel via a tube)
Cystourethroscopy (examination of urethra or bladder via a tube)
Knee Arthroscopy (examination of knee via a tube)
Laparoscopy (examination of the abdomen via a tube)
Upper GI Endoscopy (examination of upper intestinal tract via a tube)

Outpatient Surgery Procedures Requiring Precertification:

Bunionectomy (removal of bunion)
Carpal Tunnel (repair of nerve on wrist)
Cataract Removal
Dilation and Curettage (scraping of uterus)
Hammertoe Repair (repair of deformed toes - second through the fifth toe)
Septoplasty (repair of nasal septum)
Strabismus Repair (eye muscle surgery)
Tonsillectomy/Adenoidectomy (removal of adenoids or small tonsil tags)
Tympanotomy (ear drum incision)

i. The allowable limit for full payment of outpatient psychological services under the health insurance plan shall be raised to three thousand five hundred dollars ($3,500) per calendar year. Additional outpatient psychological coverage shall be provided at eighty percent (80%) under major medical. Inpatient psychiatric hospitalization under the indemnity plan shall be limited to thirty (30) days per year. If it is medically necessary to remain hospitalized for more than thirty (30) days per calendar year, any additional days up to one hundred twenty (120) days at full coverage must be pre-approved by the Board's precertification agency and are subject to binding concurrent review. Inpatient coverage beyond one hundred twenty (120) days per period of disability shall be covered by major medical at eighty percent (80%) in accordance with current provisions.
j. As a condition of eligibility to receive health insurance benefits, each participant (including the subscriber on his/her own behalf and on behalf of his/her dependents under the age of 18 and the subscriber's dependents over age 18) agrees to execute a waiver of confidentiality to the employer which authorizes the employer to examine, for auditing purposes only, all individual claims documentation excluding treatment records and operative reports prepared by the provider.

Auditing procedures will be conducted in a manner which maintains the confidentiality of patient's medical record(s) and condition(s).

k. Inpatient Precertification. All non-emergency admissions as an inpatient must be precertified. The employee must telephone the precertifying agency in advance of admission and provide that agency with the name and address of the admitting physician and the hospital of admission. If the employee fails to comply with the obligation stated above, only eighty percent (80%) of the normal coverage otherwise in effect will be paid by the insurance carrier subject to a maximum penalty of five hundred dollars ($500) per non-emergency inpatient admission.

l. The coordination of benefits provision for the indemnity health insurance plan for active employees shall be administered in accordance with OCI Alternative 3 (Maintenance of Benefits). The provision shall be administered in exactly the same manner it was administered by Aetna Life & Casualty Company prior to August, 1990.

m. Aetna Open Choice Preferred Provider Plan

1) Effective January 1, 1994, participants in the negotiated indemnity health insurance plan may voluntarily participate in the Aetna Open Choice Preferred Provider Plan (hereinafter referred to as the Aetna Open Choice PPO Network or the PPO) after the Milwaukee Public Schools provides them notification and an explanation of the PPO.

2) Aetna, as the administrator of the Open Choice PPO Network, shall be solely responsible for establishing, revising, and administering the network. Local 150-FS shall be notified of any changes in network providers within thirty (30) days of such change(s).

3) Participants in the indemnity health insurance plan shall continue to have the option to use any provider, whether in...
the Aetna Open Choice PPO Network or out of such network. Participants in the indemnity health insurance plan shall be provided with a booklet listing the doctors and hospitals which belong to the Aetna Open Choice PPO Network prior to the effective date of the PPO. The booklet shall also be provided to new health plan participants upon enrollment and periodically to all participants as updates are prepared by Aetna.

4) All charges for health care benefits covered under the indemnity health insurance plan shall continue to be reimbursed in accordance with the Local 150-FS/MBSD contract, except that the following shall apply:

   a) Office visits to a provider who is a member of the Aetna Open Choice PPO Network shall be provided at no cost to the participant.

   b) Admission as an inpatient (24 hours or more) to a hospital which does not belong to the Aetna Open Choice PPO Network shall be subject to a $100 deductible per admission limited to a maximum of three (3) hospital admission deductibles per single/family per calendar year. This $100 deductible shall not apply:

      (1) To any health plan participant whose permanent residence is outside of the Milwaukee Aetna Open Choice PPO Network service area as amended from time to time by Aetna.

      (2) When a health plan participant is readmitted to a non-network hospital within thirty (30) days of discharge.

      (3) When a health plan participant is admitted on an emergency basis to a non-network hospital.

      (4) To any health plan participant when the recommended treatment is available only as determined by Aetna at a non-network hospital.

5) Participants in the indemnity health insurance plan shall not be responsible for the precertification and/or second opinion requirements when the attending/admitting physician is a member of the Aetna Open Choice PPO Network. Participants shall not be penalized if a network physician fails to precertify or obtain a second opinion.
6) Participants in the indemnity health insurance plan shall not be subject to the claim filing requirements when health care services are obtained from a provider who is a member of the Aetna Open Choice PPO Network.

7) Participants in the indemnity health insurance plan shall be issued new identification cards to indicate eligibility for the Aetna Open Choice PPO Network and the Aetna Pharmacy Management Prescription Drug Program effective January 1, 1994.

8) Indemnity health insurance plan participants who have Medicare as their primary health coverage are not eligible to participate in the Aetna Open Choice PPO Network.

n. Prior to January 1, 1994, the Aetna Medicare Direct Program shall be offered to all participants in the indemnity health insurance plan who have Medicare as their primary health coverage and who live in a state where the program is available. Participants who have Medicare as primary who live in a state where the Aetna Medicare Direct Program is not currently available shall be offered the program when it becomes available in their state. Current participants in the indemnity health insurance plan who have Medicare as their primary health coverage shall be provided with information and authorization forms for the Aetna Medicare Direct Program prior to the effective date of the Aetna Open Choice PPO. Thereafter, participants in the indemnity health insurance plan shall be provided with information and authorization forms for the Aetna Medicare Direct Program at the time they enroll in Medicare.

o. Effective January 1, 1994, the Aetna Pharmacy Management Prescription Drug Program shall be made available to all participants in the indemnity health insurance plan. Prescription medications obtained from pharmacies in the network shall not be subject to the major medical deductible and shall be subject to a ten percent (10%) co-payment to the network pharmacy at the time medications are received. Participants in the indemnity health insurance plan shall be provided with a booklet listing the pharmacies which belong to the Aetna Pharmacy Management Prescription Drug Program by January 1, 1994. The booklet shall also be provided to new health plan participants upon enrollment and periodically to all participants as updates are prepared by Aetna.
p. Effective January 1, 1994, outpatient chemotherapy services shall be provided as a basic benefit under the provisions of the indemnity health insurance plan.

q. Vision Care. Effective August 1, 1994, the Board shall pay the full premium, single or family as appropriate, for participation in the United Wisconsin Group (UWG) vision plan described below:

Participants may only obtain benefits from providers, including ophthalmologists, listed in the UWG "Directory of Participating Vision Care Providers," as amended by the UWG from time to time.

The vision plan shall be provided on the same basis to all active employe participants in the indemnity health insurance plan and to all participants, including retirees, in any of the HMO options offered by the Board.

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Frequency</th>
<th>Covered Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exam</td>
<td>Once every 12 months</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Frame</td>
<td>Once every 12 months</td>
<td>$20 acquisition cost (approximately $40 to $60 frames at no cost to employe)</td>
</tr>
<tr>
<td>Standard Lenses</td>
<td>One pair every 12 months</td>
<td>Paid in full</td>
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<tr>
<td>(glass or plastic to size 58)</td>
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<tr>
<td>Type:</td>
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<tr>
<td>a. Single focus</td>
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<td>b. Bifocal</td>
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<td>c. Trifocal</td>
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<td>d. Lenticular</td>
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<tr>
<td>Tints (Solid Rose 1 &amp; 2)</td>
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<td></td>
</tr>
<tr>
<td>Dispensing (Professional Service)</td>
<td>Once every 12 months</td>
<td>Paid in full</td>
</tr>
</tbody>
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3. Effective July 1, 1989, the Board will pay full family or single indemnity plan in effect. Effective July 1, 1991, the Board will pay ninety-five percent (95%) of either the indemnity or HMO single or family rate and the employe shall pay the remainder. Effective January 1, 1994, the employer agrees to suspend employe health insurance premium contributions for active employes and those employes retiring on or after January 1, 1994. The suspension shall remain in effect until the parties voluntarily agree to terminate such suspension or until such time premium sharing is implemented in the teacher bargaining unit in which case the employe contribution will be the lesser of that contained in this section or that implemented with the teacher bargaining unit.

4. Employe contributions toward health insurance coverage shall be made through payroll deductions.

5. Employes shall not be entitled to duplicate coverage under any other group health insurance plan.

6. Employes shall not receive duplicate coverage under the present policy and under Medicare.

7. Where husband, wife, or other members of the family are employed by the Board, the Board shall only pay for one (1) family coverage.

8. Effective September 1, 1994, any employe who elects not to enroll in, or to drop, the indemnity health insurance plan or any negotiated health maintenance organization by virtue of being covered by another employer's health plan shall receive a payment of five hundred dollars ($500) per year prorated on a ten (10)-month basis. If a) the employe's coverage under the other employer's health plan is canceled, b) there is a reduction in the level of benefits provided by the other health plan, or c) there is an increase in the amount of premium dollars which must be paid by the employe or his/her spouse under the other health plan, the employe may enroll in the indemnity health insurance plan, single or family as appropriate, on an open enrollment basis, provided an application for health coverage is received by MPS employe benefits within thirty-one (31) calendar days after such event occurs. Such coverage shall be retroactive to the date such event occurred. Voluntary cancellation of coverage by the other employer's subscriber while continuing to be actively employed by that employer does not constitute cancellation of other insurance. These employes shall retain the right to re-enroll in the indemnity health insurance plan.
plan or any negotiated health insurance maintenance organization during the annual September open enrollment period.

9. Employees retiring, who are at least fifty-five (55) years of age and who have been employed for fifteen (15) years by the Board shall be allowed to continue in the hospital insurance group on a self-pay basis with payment for premiums to be made from deductions taken from the retiree’s pension checks.

If the employee described above has seventy percent (70%) or more of the maximum allowable full-day accumulation of sick leave (812 [eight hundred twelve] or more hours), he/she shall be allowed to continue in the plan with the Board paying full premium at the rate in existence at the time of retirement. For the employees described above retiring on or after July 1, 1991, the Board shall pay ninety-five percent (95%) of the premium in existence at the time of retirement. The amount of the retiree contribution attributable to the five percent (5%) premium contribution noted in this section shall be suspended effective March 1, 1994, until such time premium sharing is implemented in the teacher bargaining unit in which case the retiree contribution will be increased by five percent (5%) or the percentage implemented with the teacher bargaining unit if less than five percent (5%).

All half-day balances will be converted into full-day equivalents in making the seventy percent (70%) determination. In the event of the death of such retired employee, the spouse of such employee, at the time of retirement, shall be allowed to continue in the health insurance single plan with the Board paying the full or where applicable, ninety-five percent (95%) of the premium at the rate in existence at the time of retirement. If such retired employee did not have the required accumulation of sick leave, at the death of the employee, the spouse shall be allowed to continue in the single health insurance plan on a self-paid basis. Surviving spouses shall not be eligible for health insurance if otherwise covered.

Such employees who retire prior to age sixty-five (65) shall have their health insurance premiums paid to the extent that such premiums do not exceed the amount paid prior to retirement. When the retiree attains age sixty-five (65), he/she shall receive the Medicare Carveout Plan provided that such total payment shall not exceed the total amount paid for group coverage prior to retirement.

10. Effective upon ratification, the Board will continue to pay its share of the health insurance premiums while an employee continues to receive temporary partial or temporary total disability benefits from worker’s compensation.
C. DENTAL INSURANCE

All active employes who are eligible for health insurance shall be enrolled in single or family coverage dental insurance (universal coverage). The Board shall pay 93.9 percent of the premium for employes with a family indemnity dental plan and 97.4 percent of the premium for employes for the single dental indemnity plan. The Board will pay ninety-five percent (95%) of the premium for both the family and single prepaid plan.

The schedule of dental benefits is as follows:

<table>
<thead>
<tr>
<th>Schedule of Dental Benefits</th>
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</thead>
<tbody>
<tr>
<td>Maximum per participant per calendar year</td>
</tr>
<tr>
<td>Deductible</td>
</tr>
<tr>
<td>Maximum number of deductibles per family per calendar year</td>
</tr>
<tr>
<td>Co-Insurance %</td>
</tr>
<tr>
<td>Diagnostic</td>
</tr>
<tr>
<td>Diagnostic x-rays</td>
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<tr>
<td>Oral examinations</td>
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<tr>
<td>Preventive</td>
</tr>
<tr>
<td>Ancillary</td>
</tr>
<tr>
<td>Anesthesia and injections</td>
</tr>
<tr>
<td>Emergency palliative treatment and denture repairs/adjustments</td>
</tr>
<tr>
<td>Restorations</td>
</tr>
<tr>
<td>Direct Fillings (Regular)</td>
</tr>
<tr>
<td>Indirect Fillings (Cast Restorations)</td>
</tr>
<tr>
<td>Oral Surgery</td>
</tr>
<tr>
<td>Endodontics</td>
</tr>
<tr>
<td>Periodontics</td>
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<tr>
<td>Prosthodontics</td>
</tr>
</tbody>
</table>

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PART III - SECTIONS C,D,E

Orthodontics (Separate Maximum) to age 19 ....................... 50%
$1,500 Lifetime Maximum per participant

*Deductible does not apply to Diagnostic or Preventive Services.

Employees shall not be entitled to duplicate coverage under this plan.

D. LIFE INSURANCE

1. Upon application and after one (1) year of employment, the Board shall provide life insurance for employees working twenty (20) hours per week or more in an amount of coverage equal to annual earnings, excluding overtime pay, to the next even thousand dollars subject to subsections (2) and (3).

2. The first fifteen thousand dollars ($15,000) shall be paid by the Board for those who qualify. For coverage exceeding fifteen thousand dollars ($15,000), the Board shall pay three dollars and sixty cents ($3.60) per thousand per year, with the balance paid by the employee.

3. For employees hired prior to July 1, 1986, the Board agrees that if an employee retires at age fifty-five (55) with fifteen (15) years or more of service, such employee may pay the full premium to maintain full life insurance until age sixty-five (65). The insurance provides that at attainment of age sixty-five (65) and thereafter, for those eligible, life insurance is provided without cost to the employee.

E. INSURANCE

1. In accordance with the personal property policy, the Board will reimburse employees against loss or damage to personal property used in the course of employment in buildings operated by the Board, arising from theft, fire, or willful damage not to exceed one hundred fifty dollars ($150) on any one (1) occurrence.

2. In the event personal property is stolen and/or damaged under conditions specified in paragraph 1 of this section, during a physical assault, the personal property stolen and/or damaged shall be reimbursed in an amount not to exceed three hundred dollars ($300) on any one (1) occurrence.

3. The Board will pay the premium on an insurance policy to cover malicious damage to employees' cars or motorcycles while parked at school during school hours or while on school business. Effective upon ratification, the present insurance policy shall be amended to include tape decks. Such policy shall not cover the first twenty-five dollars ($25) of damage in any one (1) incident. Disputes under this
section shall be processed through the third step of the grievance procedure. If a dispute involving fire, theft, or willful damage is not resolved at the third step of the grievance procedure, it may be appealed to arbitration in accordance with Part VI.

4. Liability coverage shall be continued in the amount of five million dollars ($5,000,000).

F. PROTECTION OF HANDICAPPED CHILDREN'S AIDES

1. ASSISTANCE IN ASSAULT CASES

a. Employes shall report all cases of assault suffered by them in connection with their employment to their immediate supervisors/principals within two (2) workdays of the occurrence on forms provided by the Board which may be obtained at the office in each school or department. Supervisors/principals shall transmit a copy of the report to the office of the superintendent or his/her designee. The superintendent or his/her designee shall acknowledge receipt of such report immediately after the report is received. In acknowledging receipt, the superintendent or his/her designee shall send a copy to the Union president.

b. If an employe who has been assaulted wishes to file a complaint against the assailant, the police shall be called immediately by the immediate supervisor/principal so that the police may properly investigate and find witnesses to the act.

c. Assault shall be defined as an intentional physical attack.

d. The office of the superintendent or his/her designee shall request the city attorney's office in all such cases to notify the employe of its readiness to assist the employe as follows:

1) By obtaining from police and/or from the immediate supervisor/principal relevant information concerning the assailant.

2) By accompanying the employe in court appearances.

3) By acting in other appropriate ways.

2. LEGAL COUNSEL

a. The Board agrees to provide legal counsel to defend any employe in a civil action arising out of an alleged assault on or by an employe which occurs in connection with the employe's
employment or any disciplinary action taken against the student by
the employe where the superintendent or his designee finds that
the employe acted in accordance with the school or disciplinary
policy established by the Board.

b. In the event the city attorney's office or the attorney of the
liability insurance carrier is unable to defend the employe, the
Board agrees to provide up to fifty dollars ($50) per hour to aid
in the defense of an employe in a civil or criminal action in
connection with the employe's employment provided such employe is
found not guilty in the criminal action, or judgement is rendered
against the other party in a civil action, or if the case is
dismissed.

c. If the employe is ordered to the district attorney's office,
a warrant has been requested, or a complaint filed, the employe
shall immediately notify the Union president and the manager of
the labor relations unit. If the warrant is refused and the Board
was unable to furnish legal counsel, the Board will pay up to
fifty dollars ($50) per hour to the employe for the attorney who
defended the employe.

G. SICK LEAVE

1. GENERAL PROVISIONS

a. Classified employes, including part-time employes and those
who are compensated at an hourly rate, when such employes comply
with the terms and conditions set forth in these rules, may earn
sick leave with full pay on the following basis during any year:
Fifteen (15) workdays for full-time employes on a twelve (12)-
month basis, twelve and one-half (12.5) workdays for full-time
employes on a ten (10)-month basis, a proportionate amount of sick
leave for employes who serve on less than a full-time basis.
Bargaining unit employes employed during the summer shall be
eligible to earn and use one (1) day of sick leave during the
summer. If the day is not used, it will become part of their
accumulated sick leave.

b. Employes serving on a temporary basis or a provisional basis
and on-call substitutes shall not be granted any sick leave
allowance.

c. An employe shall earn sick leave at the rate of .067 for each
hour paid of the employe's regularly scheduled workday exclusive
of overtime. The unused balance of sick leave allowance shall be
accumulated to the employe's credit provided that the balance to
the credit of the employe at the end of any month shall not exceed
one hundred forty-five (145) workdays at full pay and accumulative
thereafter to an unlimited total of workdays at half pay.
Accumulations of full-pay and half-pay sick leave benefits shall
be kept in separate accounts and shall not be transferable.

d. Sick leave shall cover necessary absence from duty because of:

1) The illness, pregnancy, or bodily injury of an employe.

2) A limitation of one (1) day of absence for illness in the
immediate family, without a statement from a physician
generally being required, but that a statement be required
from a doctor giving the nature and seriousness of the illness
of the member of the immediate family and declaring the need
for the employe to be with the ill member of the family, if
absent for more than one (1) day. No more than five (5) days
per fiscal year shall be utilized for family illness purpose.

3) The exclusion from employment for quarantine because of
exposure to contagious disease, as defined by the city
commissioner of health.

"Member of the immediate family" is defined as husband or
wife, child, stepchild, brother, sister, parent or stepparent,
wherever they may reside, or other relative living in the same
dwelling unit.

e. Leave of three (3) consecutive days shall ordinarily be
permitted without requiring the employe to submit a doctor's
certificate for his/her own illness provided that the principal or
the department or division head who certifies time sheets for
payroll purposes has other satisfactory evidence of bona fide
illness as herein above defined. When any employe's leave extends
beyond three (3) consecutive days, a statement from a physician,
surgeon, dentist, osteopathic surgeon, chiropodist-podiatrist,
osteopath, chiropractor, psychiatrist, or from an assigned city
physician or city nurse, certifying the nature and seriousness of
the illness, or the certificate of an authorized and recognized
Christian Science practitioner, certifying that the employe is
under Christian Science treatment, shall be furnished to the
department or division head and shall be filed with the time
sheet. Such certification may be required for shorter terms of
sick leave absence.

f. 1) During the initial probationary period, no sick leave with
pay will be allowed, however, the employe shall accrue sick
PART III - SECTION G

leave during this period. The calendar dates for the computation for sick leave benefits shall be established by Financial Services.

2) Any length of time during which an employee is on layoff, suspension, or leave of absence and any length of time not recognized by the Employees' Retirement System as accumulative of pension credit, when the employee in question is a member of the Employees' Retirement System, shall not be recognized as qualifying for sick leave or as adding to a sick leave accumulation. No sick leave shall be advanced before it is earned.

2. ABSENCE ON ACCOUNT OF DEATH

a. If explicitly reported on the time sheet, absence of a regularly appointed employee, due to the death of a wife, husband, parent, parent-in-law, stepparent, child, brother, sister, or stepchild shall be permitted without loss of pay for not to exceed three (3) full workdays, provided the days are used within the seven (7) consecutive calendar days, starting with the day of death.

b. In case the death of a relative, as listed in 2, a, above occurs when such relative is in the armed services of the United States, these provisions may apply to leave for the purpose of attending memorial or religious services held because of such death, without regard to the place where death occurred or to the place where services are held.

c. Absence of one (1) day without loss of pay, within the calendar week, starting with the day of the death, shall be permitted in case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, or first cousin of the employee. Such absence shall be explicitly reported on the time record accompanied by obituary notices or other bona fide proof of death for deaths outside of the immediate family.

d. Not more than six (6) regular appointed classified employees may be excused by their department head for one-half (.5) day without loss of pay to attend the funeral of a fellow employee.

e. Such absence shall be explicitly reported on the time record and shall not be deducted from the employee's sick leave bank.
3. MISCELLANEOUS. A total of not more than two (2) days per year deductible from sick leave may be taken for one (1) of the following reasons:

   a. A required attendance at a court proceeding.

   b. A required attendance at a legal proceeding for the purchase or sale of a home in which the employe will reside.

   c. Absence due to summoning by a governmental agency, such as the Internal Revenue or the draft board.

   d. Absence due to legal proceeding involving adoption of a child by the employe.

   e. Absence due to the attendance at a funeral of a close friend provided, however, that this time may not be used for the death of a relative or fellow employe.

   f. Absence due to travel involved in funeral attendance.

   g. Where religious discipline makes it mandatory upon the employe to desist from his/her daily occupation.

   h. Absence to attend the graduation of a son or daughter from high school or an institution of higher learning.

   i. Absence which is beyond control of the employe, such as absence due to an automobile accident on the way to work, fire, flooding, or other property damage requiring immediate attention by the employe.

   j. Absence due to the attendance at the employe's wedding or the wedding of a member of the employe's immediate family.

Upon return to work, the employe will acknowledge in writing that absence was due to one (1) of the enumerated reasons and shall be required to state the reason by number. Under no circumstances, however, may these days be used for a mass withdrawal of services.

4. SEPARATION FROM SERVICE. The present provisions for termination of sick leave benefits, upon separation from the service, shall be continued with the stipulation that, when an employe returns to service within one (1) year of the date of separation, he/she shall be credited with any unused accumulation of full-pay or half-pay benefits.
5. CONTROL OF SICK LEAVE

a. Present regulations governing the certification of sick leave on payroll time sheets, when illness absence extends beyond three (3) consecutive days, are to be applied uniformly to all classifications of Board employes in accordance with current departmental policy. Such certification may be required for shorter terms of sick leave absence as specified in Part III, Section G(1)(e).

b. The Union recognizes and supports a program of surveillance and disciplinary action in any case of misuse of leave benefits. Violation of any of the provisions relating to sick leave by any employes or making of any false report regarding illness or sick leave shall subject the employe committing such violation or making such false reports to disciplinary action by the superintendent and shall constitute a cause for discharge, suspension without pay, or demotion subject to the Board rules governing such action.

6. SEVERANCE PAY. Upon retirement, employes shall be paid in a lump sum for up to forty (40) accumulated full days of sick leave in excess of seventy percent (70%) of maximum full-day accumulation. Half days are not convertible for this purpose.

H. LEAVES OF ABSENCE

1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES

a. Any employe, who in the course of his/her employment sustains a compensable injury or contracts a compensable disease under the Wisconsin Worker's Compensation Law, shall be given the option to accept sick leave benefits, as provided in Section F above. This option, which shall be in writing, may be terminated without prejudice to temporary total or temporary partial disability benefits under the Worker's Compensation Act thereafter; but in no case shall sick leave and disability benefits be allowed for the same period.

b. Any employe, who is absent because of an injury or disease compensable under the Wisconsin Worker's Compensation Law and who selects either worker's compensation or sick leave benefits, shall be entitled to receive full salary for the first eighty (80) workdays of temporary total disability in lieu of compensation under the Worker's Compensation Law or sick leave benefits for said period. Such days of absence not to exceed eighty (80) workdays for any individual in any calendar year shall not be
deducted from the sick leave credit of the employee. If the compensable injury results from an assault, the employee shall be entitled to the first year in lieu of compensation under the Worker's Compensation Law.

c. Leaves of absence granted to classified personnel, as a result of injury or disease compensable under the Wisconsin Worker's Compensation Law, shall involve no change in increment date.

d. Before return to work after any absences of ten (10) or more consecutive workdays, the employee may be required to pass a physical examination by a Board designated doctor, which examination must indicate he/she is physically and mentally capable of performing tasks to which he/she is ordinarily assigned.

e. Employees receiving worker's compensation benefits, who are determined to be capable of returning to employment with temporary restrictions, shall be assigned to limited duty positions in accordance with the limited duty policy dated September 10, 1993.

f. If the Internal Revenue Service rules that money paid in lieu of compensation is not subject to social security or taxes, the total compensation paid to the employee shall not exceed one hundred percent (100%) of net compensation previously received by the employee.

2. NON-PAID MATERNITY, PATERNITY, OR ADOPTION LEAVES OF ABSENCE

a. PRENATAL LEAVE. A prenatal leave of absence without pay may be granted for up to two (2) months prior to the expected date of birth of a child. A request for a prenatal leave of absence shall be accompanied by a doctor's statement indicating the expected date of birth.

b. CHILD REARING LEAVE. A child rearing leave of absence without pay may be granted for up to three (3) full semesters.

c. ADOPTION LEAVE. An employee who adopts a child may be granted a leave without pay for up to three (3) full semesters.

3. JURY DUTY. Employees who are called for jury service shall receive full salary during the period of absence provided that employees shall remit to the Board an amount equal to the compensation paid to them for such jury service on workdays, excluding any supplemental payments, and attach the summons to the payroll time sheet.
4. LEGISLATIVE OR UNION LEAVE. Upon election to full-time political or Union office, employes shall be granted leaves of absence for a length of time to concur with the term of office. Subsequent extensions of this leave shall be granted upon re-election to office or upon election to another full-time political office. However, the employe so excused shall each year, on or before the anniversary date of the granting of such leave, express in writing his/her desire to remain on leave of absence and his/her desire to return to his/her previous position upon termination of his/her term of office. No increment benefits will be gained during such period of time.

5. MILITARY LEAVE

a. Upon proper notification to the superintendent, employes, who, as a part of their National Guard or reserve military obligation, must attend short-term training encampments of not over seventeen (17) consecutive days during the school year shall be permitted to be absent without loss of pay provided that their pay for such training encampment is remitted to the Board.

b. Military leave of absence and credit therefore will be granted in accordance with the following:

1) Any employe who enters any branch of the military or naval service of the United States during times of national emergency shall be granted a leave of absence without pay for such time (not to exceed four [4] years, except as involuntarily, but honorably extended) as his/her service in said armed forces may be required by the United States Government.

2) All such leaves of absence shall be applied for and granted in accordance with the Rules of the Board applicable to the classified employes and the following procedures.

3) All such employes granted such leaves shall be deemed to have been in the service of the Board during such military leaves, except for pay or salary purposes, and shall be entitled to all automatic salary increments, seniority, sick leave accumulations, and other benefits and privileges, if any, provided in the rules, resolutions, and regulations of the Board that would otherwise have accrued to them during the period of such military leaves. Upon notice of return from military leave, employes shall be furnished with the necessary forms and instructions for applying for reinstatement of insurance benefits. Upon request, the employe will be
supplied with a statement of accumulated sick leave including any earned while on military leave.

4) Employes serving a probationary period at the time of entry into the military service shall be required, as a condition precedent to obtaining permanent status, to render actual service for six (6) months or as extended.

5) Any employe on military leave of absence as specified above and within ninety (90) days after his/her separation from military service or the termination of hospitalization, if any, shall, upon written application, be restored to his/her position and similar assignment in the employment of the Board provided he/she shall furnish proof of discharge or separation from service under honorable conditions and be found by a physician, selected by the Board, to be in a satisfactory state of health for the performance of his/her duties.

6) Any employe who shall not within such ninety (90)-day period make such application for restoration to his/her position shall not be entitled to be restored thereto.

7) The Board shall, during such leave of absence, pay to the Employes' Retirement System, any sums that would have been payable by the employes of said fund by means of payroll deductions, during such leaves (not to exceed four [4] years, except as involuntarily, but honorably extended by the United States Government).

8) When an employe takes a pre-induction or other examination and is obliged to be absent from his/her regularly assigned duties in the Milwaukee Public Schools, he/she shall be compensated for such absence for a period not to exceed two (2) days.

9) Employes who request a military leave during times other than a national emergency shall be granted such leave for a period not to exceed four (4) years. Credit for experience on the salary schedule (increments) shall be granted for those who have been honorably discharged. However, in all other respects, military leave granted under this paragraph shall be treated as an extended leave without entitlements of pay or benefits.

Should a period of national emergency be declared during the time that a person is on military leave under this section,
1. all the benefits and privileges of a military leave granted 
2. during a period of national emergency shall apply to the 
3. person upon return from military leave.

6. PERSONAL LEAVE OF ABSENCE. Upon request, employees may be granted 
7. personal absence of a reasonable nature, without pay, by the 
8. superintendent or his/her designee providing that adequate provisions 
9. can be made to assure continuity of services to students. Requests 
10. for personal absence shall be made in writing at least fourteen (14) 
11. calendar days in advance of the effective date of the leave, except in 
12. emergency situations.

7. CURTAILMENT OF LEAVE. The Department of Human Resources may 
8. curtail a leave of absence upon knowledge that the employee has 
9. violated the conditions of the leave or upon knowledge that the 
10. condition warranting approval of the leave of absence had been 
11. alleviated to permit the employee to work. Failure to return from a 
12. leave of absence will result in termination.

8. RETURN AFTER LEAVE OF ABSENCE. Employees on leave of absence may 
9. request a return from leave, either during the term of the leave of 
10. absence or upon expiration of the leave, by making such a request 
11. prior to this requested day of return as follows:

   a. Handicapped children's assistants to the Department of Human 
      Resources.
   
   b. Food service personnel to School Nutrition Services.

Upon receipt of the request and upon receipt of a notice of 
adequate health from the medical examiner of the city of 
Milwaukee, the employee shall be returned to his/her previous 
position if it's still open, otherwise they will be placed on the 
reinstatement list by seniority.

9. VIOLATION OF LEAVE OF ABSENCE PROVISIONS. Violation of any of the 
provisions relating to leaves of absence by an employee or the making 
of a false report regarding any type of leave shall subject the 
employee committing such violation or making such false reports to 
disciplinary action by the superintendent and shall constitute a cause 
for discharge, suspension without pay, or demotion subject to the 
Board rules governing such action.

I. PENSIONS

Bargaining unit members shall be enrolled in the City of Milwaukee 
Employes' Retirement System and receive retirement benefits in accordance
with the appropriate ordinances of the Common Council of the city of Milwaukee and the applicable rules of the City of Milwaukee Employes' Retirement System pertaining to general city employes. The Board shall pay the employe's share of the necessary contributions.

J. HOLIDAYS AND EXCUSED TIME

1. Food service managers, trainees, assistants, and handicapped children's assistants are granted a holiday for each of the following days: Memorial Day, Thanksgiving Day, and the day after Thanksgiving. In order to be eligible for holiday pay, the employe must be paid for the day before and after the holiday.

2. When a holiday falls on a Sunday, it shall be celebrated on the following workday. When a holiday falls on a Saturday, it shall be celebrated on the preceding workday.

K. VOLUNTARY PAYROLL DEDUCTIONS

Bargaining unit members shall be eligible to participate and have payroll deductions for the following:

1. United States savings bonds.

2. Credit unions granted payroll deductions by the Board.

3. Tax sheltered annuity plans granted payroll deductions by the Board.


Participation in and frequency of deductions for the above programs are subject to the specific rules governing each program.

L. TUITION REIMBURSEMENT PROGRAM

Bargaining unit employes working thirty (30) or more hours per week are eligible for tuition reimbursement within budgeted limits in accordance with the following:

1. Course work must be taken on the employe's own time. Attendance at all classes must be outside his/her regularly scheduled work hours as assigned.

2. The course chosen must be related to the improvement of the employe's ability to perform on his/her present job or to a
promotional position for which MPS grants tuition reimbursement for teachers.

3. Application must be made on the Tuition Reimbursement Application form. Application must be made prior to the completion of the course, but those whose participation in a course depends upon reimbursement should submit the request early enough to receive approval before the course begins.

4. The employe must not receive other governmental tuition assistance for the same course of study.

5. The employe must present evidence of the amount of tuition paid and of satisfactory completion ("C" grade or higher for graded courses; "B" grade for graduate level work) of the course of study before reimbursement will be made.

6. Tuition reimbursement will apply to seminars and workshops subject to the approval of the immediate supervisor and Staff Development.

Limitations:

1. No reimbursement will be made for travel, meals, lodging, laboratory fees, or texts.

2. Attendance at conventions and similar special programs will not be covered under this program.

3. Applications will be considered in the order in which they are received to the extent that funds are available.

4. Those employees voluntarily terminating their employment with the Milwaukee Public Schools within one (1) year of the completion of the courses, seminars, or workshops for which the employee received tuition reimbursement under this provision will be required to return said reimbursement to the Board in its entirety. Employees voluntarily terminating after one (1) year but less than two (2) years as prescribed above shall be required to return one-half (.5) of said reimbursement to the Board. Such reimbursement may be deducted from the employee's paycheck.

5. The Board shall approve eligible applications within budget limitations of five thousand dollars ($5,000) per year.

6. Reimbursement shall be limited to five hundred dollars ($500) per individual per year.
PART III - SECTIONS M, N, O

M. AUTO ALLOWANCE

1. Effective July 1, 1990, the Board shall apply the uniform transportation policy for employes providing their reimbursement for authorized travel of six dollars and fifty cents ($6.50) per day for "city-wide" authorized and reported travel or five dollars and fifty cents ($5.50) per day for "area-wide" authorized and reported travel. Employes will have an option of selecting once yearly an alternative of twenty-six cents (26¢) per mile. The selection for the calendar year must be made prior to November 1 of each year for the succeeding calendar year and must be continued through the entire calendar year. The flat rate will be subject to the normal determination of travel which may include a list of destinations or schools to which an employe traveled. Selection of the twenty-six cents (26¢) per mile option will necessitate the employe filing a detailed statement on forms provided by the Board of monthly destinations, times traveled, and odometer readings. In the event the IRS changes the allowable mileage rate, the new rate shall replace the current rate, effective the second full pay period following the date of publication. The daily rate shall also be adjusted to reflect the change.

2. This provision applies to any employe who transports food supplies in his/her vehicle, with prior approval of School Nutrition Services; employes who participate in committee activities sponsored by School Nutrition Services; managers, food service trainees, and assistants in-charge who are required to act as witnesses at a disciplinary conference; and any other travel authorized by the administrator of School Nutrition Services.

N. NOTICE OF RESIGNATION

It is expected that adequate written notice be given to the employer when an employe is leaving the division due to resignation or retirement, etc. In cases of retirement, notice should be given at least four (4) weeks prior to the expected departure date. In the case of resignation, notice should be given at least two (2) weeks prior to the date of departure. Failure to provide such notice may result in delays in the issuing of final checks.

O. DEPENDENT CARE ASSISTANCE PROGRAM

Effective July 1, 1992, the Board will offer a program for all Local 150-FS employes known as the "Dependent Care Assistance Program." The program will allow employes of Local 150-FS to apply pre-tax earnings, through Board deduction of employe funds, in accordance with IRS regulations towards the cost of dependent care expenses. The Board will select the vendor that administers this plan. Employes will be permitted to deduct
the maximums allowed by the IRS for such purposes. Should the employe not pay the total amount deducted to the provider, the employe will forfeit the balance taken out of his/her paycheck.

It is understood that this program will be contingent on the federal government continuing to allow favorable tax treatment for dependent care expenses. It is also understood that the Board's liability will be limited to payment of start-up and administrative fees, if any.

PART IV

HOURS OF WORK

A. REQUIRED WORKING HOURS

1. The basic work week of food service managers and salaried handicapped children's assistants shall consist of eight (8) hours out of the calendar day and forty (40) hours in the calendar week, subject to the right of the superintendent to schedule overtime work.

2. The basic working time of all other employes in the bargaining unit will be their regularly assigned working time.

B. REQUIRED WORK YEAR

1. The annual work year of food service managers, food service trainees, and salaried handicapped children's assistants shall consist of one hundred ninety-one (191) days including paid holidays. Food service assistants shall work the days in which meals are served in the schools, or other days at the direction of the administrator of School Nutrition Services or his/her designee.

2. The time schedule for food service trainees will be seven (7) hours per day for the above work year.

3. On all days except holidays, food service managers, trainees, and handicapped children's assistants shall report as directed to carry out duties for such day as assigned by the employer.

C. OVERTIME

1. Overtime shall be defined as any hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Overtime shall be paid at a rate of time and one-half the employe's regular rate of pay.
Extra-schedule time shall be defined as time worked beyond the employee's normal schedule but which is less than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

2. Employes in each kitchen interested in working overtime will be permitted to sign up on a volunteer list. Employes on the list for the affected kitchen will be asked if they wish to work the overtime in rotating order of seniority. A refusal will, for the purposes of rotation, be the equivalent of time worked. The employer agrees to distribute extra schedule and overtime as equally as possible among qualified and available employes.

3. Extra function work requiring overtime will be done on a voluntary basis.

D. WORKLOAD

Employees who believe that the workload in a particular kitchen is unreasonable may file a complaint with the administrator of School Nutrition Services. The complaint will specify the perceived reason for the problem (lack of substitutes, vacant open positions or hours, inadequate number of assigned hours, peaks in workload such as inventory, etc.), how long the problem has existed, and what is needed to correct the problem. If the complaint is not resolved to the employee's satisfaction, thereafter, the Union and School Nutrition Services may meet in an attempt to resolve the matter. The employer will not discriminate against employes for filing such complaints. The parties agree to view this procedure as a positive method for employe input in improving the work environment.

PART V

WORKING CONDITIONS

A. CITY RESIDENCY REQUIREMENTS

Employes must maintain their residence within the corporate limits of the city during their employment.

B. CHANGE OF ADDRESS

Immediately upon changing his/her residence, the employe shall give written notice to the director of his/her division, who shall report the change to the business department.
PART V - SECTIONS C,D,E,F

1. C. PROBATIONARY PERIOD

All persons certified from original or promotional eligibility lists and all persons transferred from one (1) department, bureau or board, or promoted to another, and all persons reinstated in the service, different from that in which they previously served, shall be on probation for a period of six (6) months of actual service. The probation period shall not include time served as a temporary or on-call substitute, but shall date from time of certification and regular appointment from an eligible list to a regular assignment or from time of transfer or reinstatement. Upon receipt of a report from the appointing officer that he/she desires to make a probationary appointment permanent or upon completion of the probationary period without notice of discharge, the appointee shall be considered as regularly appointed to a position in the City Service. A UFN (Until Further Notice) employee, other than one replacing a regularly assigned employee, shall become a regularly assigned employee and begin the probationary period if the needs of the school have not changed and the employee has completed three (3) months of satisfactory performance.

2. D. DISCHARGE DURING PROBATION

The appointing officer may discharge an employee at any time during his/her probation period, but a full statement of his/her reasons for such discharge must be filed with the employee and the City Service Commission within three (3) days of said discharge. The clause applies only to the initial probationary period or any extension thereof for food service managers.

3. E. REDUCTION IN HOURS

The needs of various schools are dissimilar. School Nutrition Services reserves the right to reduce the hours of any and all food service assistants assigned to a school as fluctuation in enrollment and school needs dictate. This will be done on the basis of a transfer offer if available. Seniority will be considered but is not the only determining factor. This reduction may be voluntary or involuntary.

4. F. OTHER PROVISIONS

1. Food service employees will not be expected to transport supplies in their own cars.

2. Food service managers and assistants will not be required to stock materials at a school kitchen storeroom of over thirty (30) pounds in weight.
3. Food service personnel will not be required to serve coffee beyond the staff lunch hours.

4. Food service personnel do not control entrance and dismissal of students and clearing of cafeteria tables. School Nutrition Services employees will wipe tops of tables after they have been cleared. It is not the responsibility of food service personnel to clear tables left in disarray by students.

5. Food spills in the lunchroom outside the area of the serving line will not be the responsibility of food service personnel.

6. Employees will not be involuntarily transferred from one school to another without just cause, except as otherwise provided in this agreement. In the event an involuntary transfer to a permanent assignment is necessary, a conference, if requested by the employee, will be held prior to implementing the transfer. The employee will be notified of the scheduled conference. A representative of the Union may be present at the conference, if requested by the employee.

7. When the employee handbook of School Nutrition Services is revised, the Union may appoint three (3) members of the revision committee.

8. Where possible, the employer will provide employees with a safe and secure place to keep their personal belongings while at work.

G. LAYOFFS

DEFINITION. Layoff - a system-wide reduction in the overall number of bargaining unit employees.

In the event of a layoff, employees in affected classifications shall be laid off on the basis of system-wide seniority providing they have the necessary qualifications.

1. PROCEDURE FOR LAYOFF

a. REQUEST FOR QUALIFIED VOLUNTEERS. Prior to a layoff, the administration will post a request in each kitchen/applicable school in a place where such postings would normally appear for volunteers who wish to be considered for layoff. A qualified volunteer is an employee who is employed in a position identified for reduction and/or whose position can be filled by any employee who might otherwise be laid off. All employees who volunteer for layoff and who are qualified volunteers, may be laid off first in order of seniority. Such requests are effective for one (1)
PART V - SECTION G

school year or the duration of the layoff if less than a school year.

b. HANDICAPPED CHILDREN'S ASSISTANTS. The order of layoff shall be based on system-wide seniority.

c. SCHOOL NUTRITION SERVICES EMPLOYEES. In the event of a layoff, substitute food service assistants and/or manager trainees shall be laid off first in order of system-wide seniority. Thereafter, if food service assistants are affected, the order of layoff shall first be based upon system-wide seniority within the affected school. In the case food service managers, the order of layoff shall be by system-wide seniority within pay classification.

Employes displaced under (c) will displace the least senior employe(s) as follows: Assistant would displace the least senior food service assistant within their hour category. Assistants in-charge would displace the least senior assistant in-charge and managers would displace the least senior manager within their pay classification. Should any of the above employes be the least senior within their manager classification or assistant hour category, then they would displace the least senior employe in the next lower classification and so forth. Such displaced employes would have the same job retention rights set forth in this section. Such transfers will not constitute as a voluntary transfer.

2. NOTICE OF LAYOFF

a. Advance Notice. Bargaining unit employes who have been identified for layoff shall be notified in writing at least thirty (30) calendar days prior to the layoff. If an unforeseen reduction occurs in a state of federally funded program with less than thirty (30) calendar days notice and the district decides a layoff shall result therefrom, a layoff notice will be sent at least fifteen (15) calendar days prior to layoff.

b. Notice will be given to SEIU Local 150 at least five (5) calendar days prior to the notice to the employe listing the names, addresses, phone numbers, job titles, school assignment, regular hours assigned, seniority date, and date layoff will begin.

3. RIGHTS OF LAID OFF EMPLOYEES

a. HEALTH INSURANCE. Employes on layoff will be treated in the same manner with respect to premium payments and insurance eligibility as employes on unpaid leaves. The employe must make
arrangements to self-pay premium payments. Eligibility for coverage ceases after the 18th month of layoff.

b. DENTAL INSURANCE. Employes on layoff will be treated in the same manner with respect to premium payments and insurance eligibility as employes on unpaid leaves. The employe must make arrangements to pick up premium payments. Eligibility for coverage ceases after the 18th month of layoff.

c. GROUP LIFE INSURANCE. Employes on layoff will be treated in the same manner with respect to premium payments and insurance eligibility as employes on unpaid leaves. The employe must make arrangements to pick up premium payments. Eligibility for coverage ceases after the 18th month of layoff. If the carrier rules limit coverage to a period of less than eighteen (18) months, these rules will apply.

d. ACCUMULATED SICK LEAVE. An employe on layoff shall retain unused accumulated sick leave at the time of layoff. Upon recall, employes shall be credited with the amount of sick leave earned up to the time of layoff. Employes who retire while on layoff shall be able to use their accumulated sick leave to qualify for benefits available to employes upon retirement; e.g., severance pay and health insurance.

H. RECALL RIGHTS AND PROCEDURES

1. LENGTH OF RECALL RIGHTS. Recall rights shall be extended to the employe for two (2) years from date of layoff.

2. ORDER OF RECALL. The Board shall recall employes back to work to position vacancies for which they are qualified in order of system-wide seniority. Qualified under this section includes having previously been assigned to a position of equivalent or lesser classification if food service manager, handicapped children's assistant, or trainees or hour category if food service assistant since the time of initial layoff. Volunteers will be recalled in inverse order of seniority after all other employes within the manager classification or hour category have been recalled.

3. NOTIFICATION OF RECALL. The notification of recall shall be sent by certified mail, return receipt requested, to the employe's address on the payroll file. It is the employe's responsibility to keep his/her address on the payroll file current by filing a change of address card with the Department of Finance. The Board shall mail to the Union a copy of each employe recall notification within one (1) workday from the date that the notification is mailed to the employe.
4. FAILURE TO RESPOND OR REFUSAL OF RECALL. If an employe on layoff does not respond to the offer to be recalled within the fifteen (15) calendar days or he/she refuses to be recalled, the employe then waives any further rights as set forth under Rights of Laid Off Employes above, except those benefits which are prepaid prior to layoff. In the event that an employe is unable to report by the date contained in the notice by reason of illness, injury, or other personal emergency, he/she shall not forfeit his/her recall rights provided notice of such circumstances is given to the employer in writing within the time period that the employe is required to respond to the recall notice and provided he/she notified the employer when he/she is able to be recalled.

5. SIGN UP FOR SUBSTITUTE LISTS. Employes on layoff will be given priority for substitute assignments should they sign up to be placed on a substitute list while on layoff. Such priority will be extended to qualified employes on the basis of seniority.

6. NO NEW EMPLOYES OR SUBSTITUTES IN VACANT POSITIONS. No vacant positions shall be filled by a substitute or a newly hired employe while there are employes on layoff who are qualified to fill the vacant position.

7. Employes offered a choice between movement to retain hours pursuant to sections above or an hour reduction will be informed of the location to which they would be required to move.

PART VI

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this grievance procedure is to provide a method for quick and binding final determination of every question of interpretation and application of the provisions of this agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions.

B. DEFINITIONS

A grievance is defined to be an issue concerning the interpretation or application of provisions of this agreement or compliance therewith provided, however, that it shall not be deemed to apply to any order, action, or directive of the superintendent or of anyone acting on their behalf, or to any action of the Board which relates or pertains to their
C. RESOLUTION OF GRIEVANCE

If the grievance is not processed within the time limit at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition. Any time limit in the procedure may be extended by mutual consent.

D. STEPS OF GRIEVANCE PROCEDURE

Grievances shall be processed as follows:

FIRST STEP -- An employe shall, within five (5) workdays, submit his/her grievance directly to his/her next higher authority, but he/she may request next higher authority to send for a) a representative of the Union, or b) a fellow employe of his/her own choosing for the purpose of joint oral presentation and discussion of the grievance at a mutually convenient time. In the event a representative is brought in by the employe, a Union representative shall also be present. If the grievance is not resolved satisfactorily, it shall be reduced to writing and presented to the employe's next higher authority within five (5) workdays of the oral presentation. The next higher authority shall give a written answer within five (5) workdays of receipt of the written grievance.

The next higher authority shall advise the superintendent in writing of his/her disposition of any grievance presented without the presence of a Union representative with copies for the department head and the Union. All written grievances shall be set forth on a form provided by the superintendent.

SECOND STEP -- If the grievance is not adjusted in a manner satisfactory to the employe or the Union within five (5) workdays after the presentation and discussion, then the grievance may be set forth in writing within five (5) workdays by a representative of the Union on a form provided by the superintendent. The grievant shall sign the grievance. Thereafter, the Union representative shall transmit the written grievance to the department head. The department head shall, at the Union's request, set a mutually convenient time for discussion of the grievance. The department head shall advise the Union in writing of his/her disposition of the grievance with a copy for the superintendent or his/her designee.

THIRD STEP -- If the written grievance is not adjusted in a manner satisfactory to the employe or the Union within five (5) workdays after the discussion with the department head, it may be presented within five

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PART VI - SECTION D

(5) workdays by the Union to the superintendent or his/her designee for discussion. Such discussion shall be within ten (10) workdays at a mutually convenient time fixed by the superintendent or his/her designee. The superintendent or his/her designee shall render a written disposition to the Union within ten (10) workdays from said hearing. If the grievance is not certified to the impartial referee in accordance with the impartial referee procedure within twenty (20) workdays after notification of the superintendent's or his/her designee's decision, such decision shall become final.

FOURTH STEP -- The decision of the superintendent or his/her designee upon a grievance shall be subject to the impartial referee upon certification to him/her by the Union. The final decision of the impartial referee, made within the scope of his/her jurisdictional authority, shall be binding upon the parties and the employes covered by this agreement.

1. JURISDICTIONAL AUTHORITY. Jurisdictional authority is limited to consideration of grievances as herein above defined. The impartial referee procedure shall be subject to the following:

a. The certifying party shall notify the other party in writing of the certification of a grievance.

b. The certifying party shall forward to the impartial referee a copy of the grievance and the other party's answer and also send a copy of such communication to the other party.

c. Upon receipt of such documents, the impartial referee shall fix the time and place for a formal hearing of the issues raised in the grievance not later than thirty (30) days after receipt of such documents, unless a longer time is agreed to by the parties.

d. Upon the fixing of a referee hearing date, the parties may arrange mutually agreeable terms for a prehearing conference to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating fact, outlining intended offers of proof, and authenticating proposed exhibits.

e. In those cases where either party deems it necessary, it may be arranged that a transcript of the hearing be made by a qualified court reporter. The party making such arrangements shall bear the full cost thereof. The other party may purchase a copy. If the impartial referee requests that he/she be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by the parties except as provided in 3 below.
f. At the close of the hearing, the impartial referee shall afford the parties reasonable opportunity to submit briefs.

g. The impartial referee shall render his/her decision as soon as possible, preferably within twenty (20) workdays.

h. The impartial referee shall lay down the rules for orderly conduct of the hearing.

i. In making his/her decision, the impartial referee shall be bound by the principles of law relating to the interpretation of contracts followed by Wisconsin courts.

j. The expenses of the impartial referee shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expenses of the impartial referee incurred in such reconsideration or rehearing except as provided in 3 below.

2. APPOINTMENT OF IMPARTIAL REFEREE. Impartial referee shall be selected as follows:

a. If the parties are unable to agree upon the selection of an impartial referee within two (2) weeks after desired certification of a grievance, they shall, by joint letter, request the WERC to submit to them a list of names of five (5) persons suitable for selection as impartial referee.

b. If the parties cannot agree upon one (1) of the persons named on the list, the parties shall strike a name alternately, beginning with the Union, until one (1) name remains. Such remaining person shall act as impartial referee. In subsequent selections, the parties will alternate the first choice to strike a name.

3. PAYMENT OF ARBITRATION COSTS. During each year of the contract, the Board shall pay the cost of the impartial referee's fees plus one (1) transcript for the Union and one (1) transcript for the Board for up to two (2) arbitrations.

E. PRESENCE OF GRIEVANT

1. The person taking the action may be present at every step of the procedure and shall be present at the request of the Union, the superintendent, his/her designee, or the department head, as the case may be.
2. Grievances at the second step and grievances at the third step may be processed during the day at the grievant's school. If impossible to schedule a meeting at the grievant's school, the employee may be released without loss of pay to meet with the appropriate party. Every effort shall be made to not absent an employee from his/her work.

3. The employer will recognize stewards selected by the Union to represent employees with their grievances, discipline, and other matters of contract enforcement after receiving notification from the Union of the names of such stewards.

F. GROUP GRIEVANCE

In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance, where the grievance covers a question common to a number of employees, it shall be processed as a single grievance, commencing with the party having jurisdictional authority thereof. Any group grievance shall set forth thereon the names of the persons or the group and the title and specific assignments of the people covered by the group grievance.

G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE JURISDICTION OF FIRST AUTHORITY

Any grievance based upon action of authority higher than the first higher authority, shall be initiated directly with the person having such jurisdiction of the matter.

H. DISCIPLINARY MATTERS

1. Any regularly appointed employee who is reduced in status, suspended, removed, or discharged may, within five (5) workdays after receipt of such action, file a grievance as to the just cause of the discharge, suspension, or discipline imposed upon him/her.

2. The Union shall be notified of all disciplinary actions.

3. Any employee who is requested by the employer to attend a meeting that could result in disciplinary action will be advised of the purpose of such meeting and asked if they wish to have a Union representative present.
PART VII

NO STRIKE CLAUSE

The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that there shall be no strikes, work stoppages, slowdowns, or other concerted refusal to perform work by the employees covered by this agreement during the life of the contract. Upon notification from the Board of any unauthorized work stoppage, the Union shall make public that it does not endorse such stoppage. Having given such public notice, the Union shall be freed from all liability for any breaches of this part.

PART VIII

BASIS FOR AGREEMENT

A. AGREEMENT ON BEHALF OF THE UNION

The Union hereby and herewith covenants, agrees, and represents to the Board that it is duly authorized and empowered to covenant for, and in behalf of, all employees in the bargaining unit and represents that it and its members shall faithfully and diligently abide by, and be strictly bound to, all the provisions of this agreement as herein set forth. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.

B. AGREEMENT ON BEHALF OF THE BOARD

The Board hereby and herewith covenants, agrees, and represents to the Union that it is duly authorized and empowered to covenant for, and on behalf of, the Board and represents that it will faithfully and diligently abide by, and be strictly bound to, all of the provisions of this agreement as herein set forth.

C. AID TO CONSTRUCTION OF THE PROVISIONS OF THE AGREEMENT

It is intended by the parties hereto that the provisions of this agreement shall be in harmony with the duties, obligations, and responsibilities which by law devolve upon the Board and the superintendent; and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon the Board and the superintendent.
PART VIII - SECTIONS D,E

PART IX

D. SAVING CLAUSE

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

E. ENTIRE AGREEMENT

The foregoing constitutes an entire agreement between the parties, and no verbal statement shall supersede any of its provisions.

Dated at Milwaukee, Wisconsin, this 25th day of July, 1994.

PART IX

SCHOOL BASED MANAGEMENT

The Union will cooperate with the Board's efforts to establish school based management in its schools. This commitment is subject to the following:

1. Where Local 150 personnel are not included in the school's school based management council, they will receive copies of the minutes of such meetings if written minutes are kept.

2. If as a result of these school based management meetings, there is a proposed change to a matter which is primarily related to wages, hours, or conditions of employment or if there is a proposed change which has an impact upon matters which are primarily related to wages, hours, or conditions of employment, then the changes or the impact of the change will be submitted to the Union for negotiations.
LOCAL 150
SERVICE EMPLOYEES'
INTERNATIONAL UNION, AFL-CIO

Dan Iverson, President
Steve Cupery, Union Representative

NEGOTIATING COMMITTEE
(Food Service Personnel)
Bret Brinkman, Member
Auguster Carter, Member
Linda Drickhamer, Member
Barbara Hynes, Member
Pat Knurowski, Member
Joan Lay, Member
Sharon Skare, Member
Karla Vokes, Member

NEGOTIATING COMMITTEE
(Handicapped Children's Assistants)
Louise Bulowicz, Member
Catherine Harris, Member
Mable McGraw, Member
Carol Vian, Member
MILWAUKEE BOARD OF SCHOOL DIRECTORS

OFFICERS

Mary Bills, President
Howard Fuller, Superintendent of Schools
Deborah A. Ford, Director
Division of Labor Relations

PERSONNEL AND NEGOTIATIONS COMMITTEE

Christine Sinicki, Chairman
David M. Lucey, Vice-Chairman
Mary Bills, Member
Lawrence J. O'Neil, Member
APPENDIX A

Food Service Personnel

UNDERFILLING

Vacant positions may be underfilled with lower level personnel in the event all personnel on the appropriate City Service eligibility list refuse the assignment. If this occurs, personnel filling positions one (1) level below that of the vacancy shall be offered the vacancy. If these personnel refuse the assignment, personnel on the eligibility list one (1) level below that of the vacancy shall be offered the vacancy. This procedure shall be used at succeedingly lower levels until the position is filled. When underfilling a position, the trainee shall receive the pay of manager I or one (1) increment pay, whichever is greater, after four (4) weeks in this managerial position until manager returns.

Positions reclassified may be underfilled by the incumbent.

PROMOTION AND RECLASSIFICATION

All food service managers underfilling positions may progress in that school by meeting the requirements of the higher level classification. Any manager successfully underfilling a food service manager position may be permitted to take the exam for the next higher position prior to the completion of the probationary period. Promotion will in all cases be effective only after the applicant has met the service requirements for the position and received recommendation for promotion by the administrator of School Nutrition Services. Personnel satisfactorily underfilling positions may not be displaced by personnel on a higher level eligibility list. This language is not to be construed to limit the superintendent's right to assign, reassign, and transfer employes, nor his/her right to discipline or discharge employes.

Personnel promoted shall receive one (1) increment of the pay range to which they are being promoted or the minimum of that range, whichever resultant salary is greater.

Promotions, transfers, and shift changes will be determined on the basis of the competing employe's knowledge, skill, and ability. Where these factors are relatively equal, seniority shall be the determining factor.

Personnel filling positions which are reclassified downward shall have their salary reduced one (1) increment of the pay range in which they are currently allocated or the maximum of the new pay range, whichever resultant salary is less. Personnel filling positions which are
reclassified downward shall be offered the next vacancy at their previous classification.

The criteria for the food service managers series is as follows:

<table>
<thead>
<tr>
<th>Classification</th>
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<tbody>
<tr>
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<td>Food Service Manager V</td>
<td>801 -- 1100</td>
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<td>Food Service Manager VI</td>
<td>1101 -- 1500</td>
</tr>
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<td>Food Service Manager VII</td>
<td>1501 -- 2100</td>
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</table>

School classifications are normally established for a school year based on the number of lunches served between October 1 and February 28 of the preceding school year. Effective July 1, 1993, breakfasts shall be counted as one (1) lunch for every two (2) breakfasts served.

**SALARY SCHEDULE**

*(Food Service Managers and Food Service Assistants)*

**BIWEEKLY July 1, 1992 to June 30, 1993**

<table>
<thead>
<tr>
<th>Minimum</th>
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*Food service trainees at top hourly rate will begin at second step of food service manager I range.*
APPENDIX A

APPLICATION

Individual rates and increments shall be increased by four percent (4%) effective July 1, 1992. Increases shall be without regard to regular service anniversary increments.

BIWEEKLY July 1, 1993 to June 30, 1994

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
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<th>Increment</th>
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</thead>
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</table>

*Food service trainees at top hourly rate will begin at second step of food service manager I range.

APPLICATION

Individual rates and increments shall be increased by three percent (3%) effective July 1, 1993. Increases shall be without regard to regular service anniversary increments.

DISTRIBUTION OF HOURS

FLOATING TIME. The employer agrees to distribute floating time as evenly as possible among qualified employees. Employees may be disqualified from receiving additional hours of floating time for just cause. If this determination is made, the employer will notify the employee of such disqualification, stating the reasons and time period for which the disqualification will take effect. The employee will be informed of what he/she must demonstrate in order to requalify for additional hours through floating time.

Local 150-FS 49 7/01/92 - 6/30/94
APPENDIX A

SERVICE INCREMENT

After the first seven hundred (700) hours of service, an increment will be given. Hours are accumulated from the first day of service. After an additional seven hundred (700) hours, another increment shall be given. Additional increments shall be given for additional periods of service of one thousand four hundred (1,400) hours until the maximum of the range is reached.

REPORTING PAY

In the event that an employe reports to work at the direction of the administrator of School Nutrition Services and through no fault of his/her own is released from work, he/she shall be guaranteed two (2) hours of pay if a food service assistant and four (4) hours of pay if a food service manager.

UNIFORM ALLOWANCE

An annual uniform allowance in an amount shown below will be paid to regular salaried and hourly food service managers, food service assistants, and trainees for the purchase of two (2) uniforms. Those regularly assigned six (6) months prior to March 1 of the year in which granted are eligible.

School Nutrition Services uniforms are to be purchased by the employe annually, as specified by School Nutrition Services. Employes are required to provide their own white cloth aprons.

1992 - $130

EVALUATIONS

Upon request, food service employes shall be provided with a copy of their evaluations.

JOB POSTING

All four (4)-hour and above position vacancies will be posted at all schools for a period of seven (7) calendar days. The posting shall contain the job title, hours normally scheduled per day, school name and location, procedure for submitting application, and date posting period begins and ends.
JOBT POSTING PROCEDURES

1. Effective November 1, 1991, applicants for positions of four (4) hours or more will be selected on basis of knowledge, skill, and ability. Where these factors are relatively equal, seniority will be the determining factor.

2. All original permanent vacancies of four (4) or more hours will be posted in all kitchens within the district. "Original" is defined as the initial vacancy at the school which lead to the posting.

3. All food service employes wishing promotion or transfer to the posted school may apply for the posted position. Such applications will also be considered for any other position at the posted school that becomes vacant as a result of the filling of the posted position. However, applicants will be allowed to refuse an offer for less hours than the original position.

4. Where any vacancy at the original posted school is filled by an applicant from another school, the employer will post the vacancy at the other school and solicit new applications for the vacancy in accordance with the procedure set forth in paragraph 3. All other applications for the vacancies at the first school will be considered null and void.

5. Each posting will contain the following statement to employes:

This posting will cover the original vacancy and any and all other openings that occur at this school as a result of filling the original vacancy. Selection of applicants for vacancies occurring at the posted school will be made from the pool of applicants for the original posted position. Where a vacancy is filled with someone from another school will be posted in accordance with the foregoing procedure.

It is therefore important for all employees interested in any promotion or transfer to a posted school to sign up each time a position is posted at that school for hours equal to or greater than the employee's assigned hours. Employees will be given the opportunity to refuse any position of less hours than the one posted.

6. Each kitchen will be given a copy of this memorandum for posting and employees shall sign an acknowledgement that they have reviewed the memorandum.
FOOD SERVICE ASSISTANT IN-CHARGE

In the event a food service manager is absent or in the instance where no food service manager or food service manager trainee has been assigned to a school kitchen, the employer will designate a food service assistant to be in charge of the kitchen. The designated food service assistant in-charge shall receive an additional twenty-five cents (25¢) per hour for each hour of such assignment.

OVERFILLING

Managers that are involuntarily reclassified to a school that is a lower classification shall receive a reduction in pay as follows:

An initial reduction of ten percent (10%) and an additional ten percent (10%) annually until they reach the maximum rate of the lower classification. In the event the ten percent (10%) reduction will place them below the maximum rate for the lower classification, then they will receive the maximum rate.

SUMMER EMPLOYMENT

1. If the Board conducts a summer food service program that requires the use of kitchen personnel, regular school year food service employes shall be eligible for employment in such program.

2. By May 1, School Nutrition Services shall post all positions for the summer food service program. Such posting shall list vacancies as either food service manager or food service assistant. By May 15, employes who desire summer employment shall make written application to School Nutrition Services for such positions.

3. Applicants for summer employment must have successfully completed three (3) years of employment in the classification for which they are applying. "Successfully completed" means having received three (3) satisfactory evaluations. Selection from among qualified applicants shall be on the basis of seniority except that no employe may hold such position for more than two (2) consecutive years.

4. Employes selected to work the summer food service program will be paid at their individual hourly rates in effect the previous school year.

5. Employes selected to work the summer food service program must be available for all work dates during the summer program. Employes may use only one (1) day of accumulated sick leave during the summer. Employes with more than three (3) absences, excluding absences for

Local 150-FS  52  7/01/92 - 6/30/94
jury duty, funeral leave, or approved emergency leave, will be replaced. An employee with an unexcused absence loses the right to be employed the following summer.

APPENDIX B

Handicapped Children's Assistants
School Nursing Associates

SALARY SCHEDULE

July 1, 1992 to June 30, 1993

<table>
<thead>
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<th></th>
<th>Minimum</th>
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Local 150-FS  53  7/01/92 - 6/30/94
APPLICATION

Individual rates and increments shall be increased by four percent (4%), effective July 1, 1992. Individual rates will also have twenty-five cents (25¢) per hour added after the general increase has been applied. Increases shall be without regard to regular service anniversary increments.

July 1, 1993 to June 30, 1994

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Maximum</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
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APPLICATION

Individual rates and increments shall be increased by three percent (3%), effective July 1, 1993. Individual rates will also have twenty-five cents (25¢) per hour added after the general increase has been applied. Increments shall be without regard to regular service anniversary increments.

TRANSFERS

1. Employees who desire to transfer to another building(s) and/or a position of different hours at a different building shall submit a transfer request to the Department of Human Resources. Transfers shall be considered after employees returning from leave or layoff have been assigned.

   a. Transfer requests may be submitted at any time. However, any request received by close of business May 31 will only be considered for the school year in which it was submitted.

   b. Transfer requests received on or after June 1 will be considered only for the upcoming school year.

2. Employees who transfer voluntarily may not transfer again for a period of one (1) school year.

3. Transfer requests shall be valid for a period of one (1) school year.

4. Transfers shall be administered in accordance with system-wide seniority.

SERVICE INCREMENT

Substitutes

After the first seven hundred (700) hours of service, an increment will be given. After an additional seven hundred (700) hours, another increment shall be given. Additional increments shall be given for additional periods of service of one thousand four hundred (1,400) hours until the maximum of the range is reached.
Regularly Assigned

Increments for regularly assigned employes shall be granted annually, on the employe's anniversary date, until the maximum of the range is reached.

All increments, for substitutes and regularly assigned, are effective the first full pay period following the pay period in which the increment hours are achieved or in which the anniversary date falls, respectively.

REPORTING PAY

In the event an employe reports to work at the direction of his/her supervisor and through no fault of his/her own is released from work, he/she shall be guaranteed two (2) hours of pay if an hourly employe and four (4) hours of pay if a salaried employe.

UNIFORM ALLOWANCE

An annual uniform allowance in an amount shown below will be paid to regular salaried and hourly employes for the purchase of two (2) uniforms. Those regularly assigned six (6) months prior to March 1 of the year in which granted are eligible.

1992 - $130

EVALUATIONS

1. Employes shall be shown their evaluations by May 30 of each year.

2. A copy of the evaluation shall be provided upon request of the employe.

HEALTH AND SAFETY

1. If employes have justifiable reason to believe that their safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, they shall inform the principal or program administrator who shall have the responsibility to determine what action, if any, should be taken.

2. The Board shall provide employes with disinfectants, gloves, disinfecting hand soap, and masks at each work site where such materials are needed for maintaining a safe and healthy work environment.
APPENDIX B

3. The Board shall take the following steps to safeguard employes against communicable diseases:

a. Employes shall be notified if any child in the building is known to be a carrier of a communicable disease. Such notification shall be limited to the extent permitted by confidentiality of medical records.

b. The Board will provide appropriate supplies and a description of proper procedures for dealing with students with communicable diseases.

c. Employes who request to be tested to determine the presence of communicable disease antibodies in their blood should, upon individual request, receive such testing at Board expense.

d. Employes who are at a heightened risk shall be afforded the opportunity, on a voluntary basis, to be reassigned from contact with students known to have a communicable disease which pose a health threat to them.