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)
(School Nursing Associates)

JULY 1, 2001
to
JUNE 30, 2003
MILWAUKEE BOARD OF SCHOOL DIRECTORS

Jeff Spence, President

Peter Blewett         Barbara Horton
Joe Dannecker        Kenneth L. Johnson
John S. Gardner      Jennifer Morales
Charlene Hardin      Lawrence J. O’Neil

Spence Korté, Superintendent of Schools

Deborah A. Ford, Director
Division of Labor Relations

G. David Yaros, Labor Relations Specialist
Division of Labor Relations
LOCAL 150

SERVICE EMPLOYEES’ INTERNATIONAL UNION, AFL-CIO

(Food Service Managers)

(Food Service Assistants)

(Handicapped Children's Assistants)

(School Nursing Associates)

Debra Timko, President

Carmen Dickinson, Union Representative

BARGAINING TEAM (Food Service)

Vicki Badzinski

Betty Berg

Auguster Carter

Doris Gillespie

Barbara Hynes

Sharon Miszewski

Sharon Skare

Bonnie Williams
BARGAINING TEAM (Handicapped Children's Assistants)

Gloria Cooper
Sue Treiber
Carol Vian
Edna Wright

BARGAINING TEAM (School Nursing Associates)

Jeannie Meyer
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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 employes (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-employe 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, 2001, to and including June 30, 2003. Salary changes shall be retroactive to the effective date of this agreement.
Fringe benefit language shall be effective the first day of the month following ratification and Board approval of this agreement, except where specifically stated otherwise. Newly adopted language is not retroactive unless specifically stated to be retroactive to a date certain. 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.

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 negotiations. 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.
PART II - SECTION C

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 employe will be denied membership or have his/her membership terminated in the Union for reasons other than failure of the employe 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. The employer will provide to the Union all bargaining unit information on a disk format to include the following information:

a. For employes who are transferred, hired, demoted, placed on leave, terminated, quit, or retired, the employer will provide a monthly list containing their names, addresses, phone numbers, date of hire, job title and classifications, number of hours assigned, primary location of where the employe works, the type of transaction, and the effective date of the transaction. In the cases of transfers and promotions, such information will show the former and new work site location, former and new classification, and new number of hours assigned per day. Such list will be sorted by job title and classification, type of action, and alphabetic by last name (in that order).
PART II - SECTIONS C, D

b. A list of all bargaining unit members, including their names, addresses, phone numbers, date of hire, job titles and classifications, work site locations (school), hours assigned per day, wage rate or salary, and pension eligibility will be provided in July, October, and March. The July list will also show whether the employee is eligible for benefits, the number of total hours worked in the previous school year that would count toward health insurance eligibility under Part III, and what, if any, health, dental, life insurance the employee is taking, including the name of the plan coverage and whether single or family.

Should the Union desire a hard copy printout of the listing in b above, it shall pay to the Board all costs incurred in compiling, creating, and furnishing the same.

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 employees' checks, where the employees 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 employees.

5. PRINTING THE CONTRACT. The Board shall print the contract and provide the Union with a sufficient number of copies to equal the number of bargaining unit members, plus ten percent (10%), plus one hundred (100) copies for in-house use by the Union. The Union shall reimburse the Board for fifty percent (50%) of the cost of these copies. The total number of bargaining unit members shall be determined as of the last day of the previous contract term. For all copies in excess of this amount requested by the Union, it shall reimburse the Board at one hundred percent (100%). All proofs of the contract must be approved by both the Board and the Union before printing.

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 and the superintendent to establish reasonable work rules. Changes in work rules may be made by the Board 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, provided written notice of intent to submit is provided to the Board by the Union within forty-five (45) workdays after Board adoption of the work rule sought to be challenged.
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.

Effective March 1, 2001, where a regularly appointed food service assistant, whose assignment is less than four (4) hours per day, but whose actual hours worked average four (4) hours or more, but not less than seven hundred seventy-five (775) hours, not including summer employment work hours, he/she shall be eligible for the single or family health insurance plan for the following work year if he/she continues in active employment as a food service assistant. Continued eligibility for health insurance will be determined annually in the above manner. The 1999-2000 school year shall be the first qualifying year.
This provision will not serve as a basis for continuation in the health insurance plan as a retiree.

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. Effective November 1, 1996, surgical care program (equivalent to that in effect on June 30, 1989) not to exceed a maximum of one hundred thousand dollars ($100,000) 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.

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 employes 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.

- Adenoidectomy/Tonsillectomy
- Bunionectomy
- Cholecystectomy
- Coronary Artery Bypass
- Hammertoe Correction
- Hemorrhoidectomy
- Inguinal Herniorrhaphy
- Hysterectomy
- Joint Replacement (Hip or Knee)
- Mastectomy
- Prostatectomy (Turp)
- Submucous Resection/Septoplasty (Functional)
- Temporomandibular Joint Repair
- Thyroidectomy
- Varicose Vein Surgery

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[2][h], 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)
PART III - SECTION B

1. Tubal Ligation (female sterilization)
2. Laparoscopy (examination of the abdomen via a tube)
3. Dilation and Curettage (scraping of uterus)
4. Hernia Repair for participant age 6 or under (rupture repair)
5. Arthroscopy (examination of a joint via a tube)
6. Lymph Node Biopsy/Excision (removal of lymph tissue)
7. Gastroscopy (examination of stomach via a tube)
8. Colonoscopy (examination of bowel via a tube)
9. Ganglion Excision (removal of nerve mass)
10. Cystoscopy (examination of bladder via a tube)
11. Vasectomy (male sterilization)
12. Breast Biopsy (removal of breast tissue for examination)
13. Pilonidal Cystectomy - incision and draining only (incision and draining of cyst at base of spine)
14. Fracture Care - small bones only (setting of small broken bones)
15. Tenorrhaphy - hands and feet only (tendon repair)
16. Circumcision (removal of foreskin)
17. Strabismus Repair - age 12 and under only (eye muscle surgery)
18. Wisdom Tooth Extraction (removal of impacting teeth)
19. Cervical Biopsy/Cautery (excision or burning of tissues from neck of uterus)
20. Epidural/Caudal Nerve Block (nerve injection for anesthesia or for relief of pain)
21. Hardware Removal - except hip/tibia (removal of pins, screws, plates, etc.)
22. Amputation of Digits - emergency trauma only (removal of partially severed digit)
23. Hemorrhoidectomy - small external only (removal of piles)
24. Hammertoe Repair (repair of deformed toes second through fifth toe)
25. 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 employees precertify the outpatient surgery and outpatient diagnostic procedures listed below. The employee 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. 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 administrator, and the employee 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 Outpatient Surgery Procedure
Requiring Precertification:

| Cardiac Angiography | Bunionectomy (removal of bunion) |
| Colonoscopy (examination of bowel via a tube) | Carpal Tunnel (repair of nerve on wrist) |
| Cystourethroscopy (examination of urethra or bladder via a tube) | Cataract Removal |
| Dilation and Curettage (scraping of uterus) | |

Local 150-FS 11 7/01/01 - 6/30/03
Knee Arthroscopy (examination of knee via a tube)  
Hammertoe Repair (repair of deformed toes - second through the fifth toe)

Laparoscopy (examination of the abdomen via a tube)  
Septoplasty (repair of nasal septum)

Upper GI Endoscopy (examination of upper intestinal tract via a tube)  
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. Preferred Provider Option

1) Participants in the negotiated indemnity health insurance plan may voluntarily participate in the Preferred Provider Option (hereinafter referred to as the PPO) after the Milwaukee Public Schools provides them notification and an explanation of the PPO.

2) The PPO 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 PPO 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 PPO. The booklet shall also be provided to new health plan participants upon enrollment and periodically to all participants as updates are prepared.

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

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

b) Admission as an inpatient (twenty-four [24] hours or more) to a hospital which does not belong to the PPO shall be subject to a one hundred dollar ($100) deductible per admission limited to a maximum of three (3) hospital admission deductibles per single/family per calendar year. This one hundred dollar ($100) deductible shall not apply:

(1) To any health plan participant whose permanent residence is outside of the Milwaukee PPO service area.

(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 at a non-network hospital as determined by the ASO administrator.

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 PPO. 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 PPO.

7) Participants in the indemnity health insurance plan shall be issued new identification cards to indicate eligibility for the PPO and the pharmacy management prescription drug program.
8) Indemnity health insurance plan participants who have Medicare as their primary health coverage are not eligible to participate in the PPO.

n. Medicare Direct 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 Medicare Direct 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 Medicare Direct. Thereafter, participants in the indemnity health insurance plan shall be provided with information and authorization forms for Medicare Direct at the time they enroll in Medicare.

o. A 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 pharmacy network. The booklet shall also be provided to new health plan participants upon enrollment and periodically to all participants as updates are prepared.

p. Effective December 1, 1998, the mail order prescription medication program offered through National Rx Services, Inc. to Union-represented employees enrolled in the indemnity/PPO health insurance plan shall be modified to require a five dollar ($5) co-payment by employees/dependents for a ninety (90)-day supply of medication per prescription. Medication shipments shall continue to be provided at no cost to the employee/dependent.

q. Effective December 1, 1998, the prescription medication co-payment for employees/dependents enrolled in one (1) of the negotiated HMO health plan options shall be four dollars ($4) for up to a thirty (30)-day supply per prescription.

r. Outpatient chemotherapy services shall be provided as a basic benefit under the provisions of the indemnity health insurance plan.
PART III - SECTION B

s. ASO Administration of MBSD Indemnity/PPO Health Plan

1) Effective November 1, 1996, the Board's indemnity health insurance/PPO plan administrator shall be changed from Aetna Life and Casualty Company to Blue Cross & Blue Shield United of Wisconsin.

2) The indemnity health insurance/PPO benefits provided to employees/dependents under Blue Cross/Blue Shield administration shall be equivalent to or greater than the benefits provided under Aetna Life and Casualty Company administration.

3) All state of Wisconsin mandated health insurance benefits shall be included in the health insurance plan administered by Blue Cross/Blue Shield.

4) The UCR "hold harmless" provision shall be modified to include the following procedure pertaining to UCR "cutbacks." If an employee/dependent notifies Blue Cross/Blue Shield that a medical provider continues to bill the employee/dependent for the balance of a bill that exceeded the UCR level, Blue Cross/Blue Shield shall attempt to reach a resolution directly with the medical provider within forty-five (45) days after notification. If the matter is not resolved within the forty-five (45)-day period after notification by the employee/dependent, Blue Cross/Blue Shield shall assume full liability for the balance of the bill and will provide the employee/dependent with written notice that Blue Cross/Blue Shield has assumed full liability and that the employee/dependent is not liable for the balance.

No agreement (or standard form) signed by or on behalf of an employee/dependent with a provider shall waive the employee/dependent's rights to the UCR "hold harmless" provision. However, payment by the employee/dependent of the UCR cutback will waive the employee/dependent's rights to the UCR "hold harmless" provision.

5) Medical necessity "hold harmless" procedures shall be maintained under the Blue Cross/Blue Shield administration of the indemnity health insurance/PPO plan. No agreement (or standard form) signed by or on behalf of an employee/dependent with a provider shall waive the employee/dependent's rights to the medical necessity "hold harmless" provision.
However, payment by the employe/dependent of the medical charges denied due to lack of medical necessity will waive the employe/dependent's rights to the medical necessity "hold harmless" provision.

6) An employe/dependent who is under the care of an Aetna PPO network doctor on October 31, 1996, but whose doctor is not in the Blue Cross/Blue Shield network, may finish treatment or continue treatment with that doctor with benefits provided at in-network levels for a period not to exceed two (2) months.

7) Effective November 1, 1996, at the option of the Board, the Blue Cross/Blue Shield nurseline service shall be provided to covered employes/dependents.

8) The Board shall provide a conversion policy with benefits equivalent to those proposed by Blue Cross/Blue Shield on August 2, 1996. Premium rates shall initially be those specified by Blue Cross/Blue Shield in its conversion policy proposal made on August 2, 1996. Future premium rate increases for the conversion policy shall not be greater than increases in the medical component of the CPI.

9) Effective no later than September 1, 1996, the Board shall direct Aetna to process out-of-network claims at eighty-five percent (85%) of HIAA + ten dollars ($10). Further, the Board will work with Aetna to identify a reasonable method to identify and reimburse employes/dependents for UCR cutbacks on out-of-network claims which were processed between March 16, 1996, and the date on which Aetna begins processing claims at eighty-five percent (85%) HIAA + ten dollars ($10). Said reimbursement will be based on the difference between eighty percent (80%) HIAA + ten dollars ($10) and the eighty-five percent (85%) HIAA + ten dollars ($10) for out-of-network claims only.

t. Vision Care. The Board shall pay the full premium, single or family as appropriate, for participation in the Provantage Vision Management Services, Inc. (Provantage) vision plan described below:

Participants may only obtain benefits from providers, including ophthalmologists, listed in the Provantage "Directory of Participating Vision Care Providers," as amended by Provantage from time to time.
The vision plan shall be provided on the same basis to all active employees 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 Amt</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>$30 acquisition cost (approx. $72 frames at no cost to employee)</td>
</tr>
<tr>
<td>Standard Lenses (glass or plastic to size 58)</td>
<td>One pair every 12 months</td>
<td>Paid in full</td>
</tr>
</tbody>
</table>

Type:

- a. Single focus
- b. Bifocal
- c. Trifocal
- d. Lenticular

Tints (Solid Rose 1 & 2)

<table>
<thead>
<tr>
<th>Dispensing (Professional Service)</th>
<th>Frequency</th>
<th>Covered Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Once every 12 months</td>
<td>Paid in full</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Lenses (in lieu of frames and lenses)</th>
<th>Frequency</th>
<th>Covered Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One pair every 12 months</td>
<td>$100</td>
</tr>
</tbody>
</table>

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 employee shall pay the remainder. Effective January 1, 1994, the employer agrees to suspend employee
health insurance premium contributions for active employees and those employees 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 employee contribution will be the lesser of that contained in this section or that implemented with the teacher bargaining unit.

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

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

6. Employees 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 employee 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 employee'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 employee or his/her spouse under the other health plan, the employee 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 employee 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 employees shall retain the right to re-enroll in the indemnity health insurance 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 (eight hundred twelve [812] 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. 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

ELIGIBILITY. All active employees who are regularly scheduled to work in positions of twenty (20) or more hours per week and 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 employees with a family indemnity dental plan and 97.4 percent of the premium for employees 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:

**SCHEDULE OF DENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Benefit Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum per participant per calendar year</td>
<td>$1,500</td>
</tr>
<tr>
<td>Deductible</td>
<td>$25</td>
</tr>
<tr>
<td>Maximum number of deductibles per family per calendar year</td>
<td>3</td>
</tr>
</tbody>
</table>

**Co-Insurance %**

- *Diagnostic*
  - Diagnostic x-rays: 80%
  - Oral examinations: 80%

- *Preventive*: 80%

**Ancillary**

- Anesthesia and injections: 80%
- Emergency palliative treatment and denture repairs/adjustments: 80%

**Restorations**

- Direct Fillings (Regular): 80%
- Indirect Fillings (Cast Restorations): 80%

**Oral Surgery**: 80%

**Endodontics**: 80%

**Periodontics**: 80%
PART III - SECTIONS C, D, E

1 Prosthodontics ................................................................. 50%
2 Orthodontics (Separate Maximum) to age 19 ............................................. 50%
3 $1,500 Lifetime Maximum per participant
4
5 *Deductible does not apply to Diagnostic or Preventive Services.
6
7 Employes shall not be entitled to duplicate coverage under this plan.
8
9 D. LIFE INSURANCE
10
11 1. Upon application and after one (1) year of employment, the Board shall provide
12 life insurance for employes working twenty (20) hours per week or more in an
13 amount of coverage equal to annual earnings, excluding overtime pay, to the next
14 even thousand dollars subject to subsections (2) and (3).
15
16 2. The first fifteen thousand dollars ($15,000) shall be paid by the Board for those
17 who qualify. For coverage exceeding fifteen thousand dollars ($15,000), the Board
18 shall pay three dollars and sixty cents ($3.60) per thousand per year, with the balance
19 paid by the employe.
20
21 3. For employes hired prior to July 1, 1986, the Board agrees that if an employe
22 retires at age fifty-five (55) with fifteen (15) years or more of service, such employe
23 may pay the full premium to maintain full life insurance until age sixty-five (65).
24 The insurance provides that at attainment of age sixty-five (65) and thereafter, for
25 those eligible, life insurance is provided without cost to the employe.
26
27 E. INSURANCE
28
29 1. In accordance with the personal property policy, the Board will reimburse
30 employes against loss or damage to personal property used in the course of
31 employment in buildings operated by the Board, arising from theft, fire, or willful
32 damage not to exceed one hundred fifty dollars ($150) on any one (1) occurrence.
33
34 2. In the event personal property is stolen and/or damaged under conditions
35 specified in paragraph 1 of this section, during a physical assault, the personal
36 property stolen and/or damaged shall be reimbursed in an amount not to exceed three
37 hundred dollars ($300) on any one (1) occurrence.
3. AUTO VANDALISM. The Board will provide insurance to cover malicious damage to employees' vehicles and motorcycles while parked at school during school hours and while on school business. Coverage under this provision excludes theft and any damages resulting from collision. Coverage also will not cover any towing, storage, or car rental. Coverage shall include factory or after market installed in-dash equipment. Coverage is excluded with respect to the first thirty-five dollars ($35) in any one (1) incident.

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

F. PROTECTION OF HANDICAPPED CHILDREN'S ASSISTANTS

1. ASSISTANCE IN ASSAULT CASES
   a. Employees shall report all cases of assault suffered by them in connection with their employment to their immediate supervisors/principals by the close of the next day worked following 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 employee 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 employee of its readiness to assist the employee 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/her 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 Labor Relations. 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.
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) The exclusion from employment for quarantine because of exposure to contagious disease, as defined by the city commissioner of health.

3) 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.

"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. REQUIRED DOCTOR’S CERTIFICATE. 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.
PART III - SECTION G

When any employee's leave extends beyond three (3) consecutive days, a statement from a physician, surgeon, dentist, osteopathic surgeon, chiroprodontist, osteopath, chiropractor, or psychiatrist certifying the nature and seriousness of the illness, or the certificate of an authorized and recognized Christian Science practitioner, certifying that the employee is under Christian Science treatment, shall be furnished to the principal or 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 employee shall accrue sick leave during this period. The calendar dates for the computation for sick leave benefits shall be established by the Department of Finance.

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 spouse, 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 workdays, starting with the day of death or funeral.

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) workday without loss of pay, within seven (7) consecutive workdays, starting with the day of the death or funeral, 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 employe.

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

e. Such absence shall be explicitly reported on the time record and shall not be
deducted from the employe's sick leave bank.

f. An employe who is absent from work due to a, b, or c above will be
required to provide bona fide proof of death and/or attendance at a funeral or
memorial service.

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 employe. If the compensable injury results from an assault, the employe 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 employe 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. Employes 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.
PART III - SECTION H

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. ELECTION POLL WORKERS. Employees who have been selected to work as an elected official during a general or special election, in accordance with Chapter 7.33(3) Wis. Stats., shall provide the employer with no less than twenty-one (21) calendar days advance notice of their anticipated absence from work. Upon the employer's receipt of such notice, the employee shall be granted a twenty-four (24)-hour leave of absence without pay for the specific election day. At the sole discretion of the employer, written verification of the employee's selection as an election official shall be provided to the employer.

5. LEGISLATIVE OR UNION LEAVE. Upon election to full-time political or Union office, employees 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 employee 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.

6. 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) Employees 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 employee 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 employee 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 Employees' Retirement System, any sums that would have been payable by the employees 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 employee 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) Employees 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, all the benefits and privileges of a military leave granted during a period of national emergency shall apply to the person upon return from military leave.
7. PERSONAL LEAVE OF ABSENCE. Upon request, employees may be granted personal absence of a reasonable nature, without pay, by the superintendent or his/her designee providing that adequate provisions can be made to assure continuity of services to students. An employee who fails to return from an approved leave of absence will be considered to have voluntarily resigned.

8. CURTAILMENT OF LEAVE. The Department of Human Resources may curtail a leave of absence upon knowledge that the employee has violated the conditions of the leave or upon knowledge that the condition warranting approval of the leave of absence had been alleviated to permit the employee to work. An employee who fails to return from an approved leave of absence will be considered to have voluntarily resigned.

9. RETURN AFTER LEAVE OF ABSENCE. Employees on leave of absence may request a return from leave, either during the term of the leave of absence or upon expiration of the leave, by making such a request 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 satisfactory 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.

10. 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 Employees' 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 employes 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 employe received tuition reimbursement under this provision will be required to return said reimbursement to the Board in its entirety. Employes 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 employe'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.

M. AUTO ALLOWANCE

1. The Board shall apply a uniform transportation policy for employees providing for their reimbursement of five dollars ($5) per day for all authorized and reported travel. Requests for reimbursement for authorized travel shall be submitted by the employee within three (3) workdays following the pay period of the occurrence. Employees will have an option of selecting once yearly an alternative reimbursement at the government approved per mile rate for business miles. 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 employee traveled. Selection of the flat rate per mile option will necessitate the employee filing a detailed statement on forms provided by the Board of monthly destinations, times traveled, and odometer readings. When 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.

2. This provision applies to any employee who transports food supplies in his/her vehicle, with prior approval of School Nutrition Services; employees 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 employee 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

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, towards the cost of dependent care expenses. The Board will select the vendor that administers this plan.

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 and food service trainees 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. Effective June 30, 2001, the annual work year for school nursing associates and salaried handicapped children's assistants (HCA) shall consist of one hundred eighty-nine (189) days including paid holidays. HCA employes shall begin their work year two (2) days preceding the first student attendance day at the school. The first day of work shall consist of attendance at a site designated by central services for in-house training. The second day of work shall be at the assigned school site.

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 employee'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. Additional Hours of Work. Employees interested in working additional hours in their assigned kitchens and who are available for work shall be offered the additional hours on a rotating seniority basis. An employee who is already scheduled to work the same hours as the scheduled additional hours shall not be considered available for additional hours of work, and this shall not be considered a decline. A decline to work the offered additional hours, for the purpose of rotation, shall be the equivalent of time worked. The employer agrees, subject to operational needs, to distribute extra schedule and additional hours as equally as possible among qualified and available employees.

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

4. COMPENSATORY TIME

a. In lieu of overtime earnings, as defined in Part IV, Section C(1), of this agreement, employees may receive compensatory time. Such time will be earned at time and one-half for all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Employer shall determine whether overtime is paid or compensatory time earned. Such determination shall be communicated to the employee at the time the overtime is offered and before the overtime is worked. Compensatory time earned will be recorded on the employee paycheck in the pay period it is earned. Overtime shall not be permitted to be worked by any employee without same day approval from a supervising dietitian or administrator.

b. In an emergency situation which warrants a food service manager beginning work prior to the normal starting time, the food service manager may begin
PART IV - SECTIONS C, D

work one-half hour early. Same day approval is always required to work beyond the eight (8)-hour workday.

c. The maximum number of compensatory hours that may be accrued by an employe in a calendar year is forty (40) hours. Thereafter, all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week will be paid at a rate of time and one-half. Compensatory time earned between January 1 and December 31 of any calendar year must be taken by the employe by June 1 of the school year following accrual. Compensatory time not taken within the required time frame will be paid to the employe on the first payday after June 1 at the rate of time and one-half.

d. Upon termination of employment for any reason, employes will be paid all accrued compensatory time at the higher of:

1) The average of the employe's rate of pay for the last three (3) calendar years or,

2) The rate of pay applicable at the time of termination or retirement.

In the event of death of an active employe, accrued compensatory time shall be paid at the applicable rate to the employe's heirs.

e. Employe requests for compensatory time off shall be granted, so long as honoring the request does not unduly disrupt the operations at the employe's work site.

D. WORKLOAD

Employes 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 employe'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 payroll.

C. PROBATIONARY PERIOD

Effective January 4, 1999, all persons certified from original or promotional eligibility lists shall be on probation for a period of one hundred twenty (120) workdays 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.

D. DISCHARGE DURING PROBATION

The appointing officer may discharge an employe at any time during his/her probation period, but a full statement of his/her reasons for such discharge must be filed with the employe 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.
E. EVALUATIONS

Each permanent employe shall be evaluated at least annually during their first three (3) years of employment with the Milwaukee Public Schools. Employes shall be evaluated at least once in two (2)-year intervals thereafter.

Performance evaluations shall be conducted in a fair and equitable manner and shall be based on standards known to employes prior to the period of time for which they are rated.

F. 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.

G. OTHER PROVISIONS

1. Food service employes 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 do not control entrance and dismissal of students and clearing of cafeteria tables. School Nutrition Services employes 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.

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

5. Employes 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 employe, will be held prior to implementing the transfer. The
employe will be notified of the scheduled conference. A representative of the Union may be present at the conference, if requested by the employe.

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

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

H. LAYOFFS

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

In the event of a layoff, employes 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 employe who is employed in a position identified for reduction and/or whose position can be filled by any employe who might otherwise be laid off. All employes 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) 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 EMPLOYES. 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 of 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
PART V - SECTIONS H,I

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.

I. 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 EMPLOYEES 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 respective duties or obligations under the provisions of the state statutes.
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 employee 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 employee 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 employee, a Union representative shall also be present. If the grievance is not resolved satisfactorily, it shall be reduced to writing and presented to the employee'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 Labor Relations 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 Labor Relations.

SECOND STEP -- If the grievance is not adjusted in a manner satisfactory to the employee 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 Labor Relations which is signed by the grievant and presented to the department head. The department head shall, at the Union's request, set a mutually convenient time for discussion of the grievance. Such discussion should take place within ten (10) workdays of presentation of the written and signed grievance to the department head. The department head shall advise the Union in writing of his/her disposition of the grievance within five (5) workdays following the discussion with a copy of the disposition being simultaneously delivered to Labor Relations.

THIRD STEP -- If the written grievance is not adjusted in a manner satisfactory to the employee or the Union within five (5) workdays after the discussion with the department head, it may be presented within five (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 employees 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 rendering a decision, the impartial referee shall be bound by the terms of the collective bargaining agreement negotiated by the parties, past practices of the parties, and cited prior arbitration rulings to which the bargaining unit was a party. The arbitrator may give consideration to controlling legal and arbitral case law and must give recognition to 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 REFEEER. 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, either party may initiate a request to the WERC to submit to them a list of names of five (5) persons suitable for selection as impartial referee.

b. 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 employe 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 employes 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 on behalf of, all employes 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 employes 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.

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 30th day of May, 2002.

PART IX

LOCAL SCHOOL GOVERNANCE

The Union will work with the Board on resolving issues of concern pertaining to local school governance. In so doing, the Union does not waive any rights with respect to negotiations over changes in conditions of employment. The Board agrees to negotiate with the Union over any changes in conditions of employment for which it has an obligation to bargain. In addition, the parties agree to the following:
1. Where Local 150 personnel are not included in the school's local school governance council, copies of the minutes of such meetings, if written minutes are kept, will be given in hard copy to Local 150 upon request or provided by e-mail to Local 150, SEIU, upon request.

2. Local school governance councils will not make decisions related to wages, hours, and/or conditions of employment covered by collective bargaining. If as a result of these local school governance meetings, there is a proposed change to a matter which is related to wages, hours, or conditions of employment, then the proposed changes or impact of the changes will be submitted to the Union for negotiations.
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 succeeding 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 school/central kitchen managers underfilling positions may progress in that school by meeting the requirements of the higher level classification. Any manager successfully underfilling a higher level 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 employees, nor his/her right to discipline or discharge employees.

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 employee'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>
<th>Average Lunches Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Service Manager I</td>
<td>1 -- 300</td>
</tr>
<tr>
<td>Food Service Manager II</td>
<td>301 -- 450</td>
</tr>
<tr>
<td>Food Service Manager III</td>
<td>451 -- 600</td>
</tr>
<tr>
<td>Food Service Manager IV</td>
<td>601 -- 800</td>
</tr>
<tr>
<td>Food Service Manager V</td>
<td>801 -- 1100</td>
</tr>
<tr>
<td>Food Service Manager VI</td>
<td>1101 -- 1500</td>
</tr>
<tr>
<td>Food Service Manager VII</td>
<td>1501 -- 2100</td>
</tr>
</tbody>
</table>

Effective July 1, 2000, the criteria for the school kitchen and central kitchen managers
series is as follows:

School Kitchen Manager Team

<table>
<thead>
<tr>
<th>Classification</th>
<th>Average Lunches Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Kitchen Manager I</td>
<td>1 -- 450</td>
</tr>
<tr>
<td>School Kitchen Manager II</td>
<td>451 -- 800</td>
</tr>
<tr>
<td>School Kitchen Manager III</td>
<td>800 -- up</td>
</tr>
</tbody>
</table>

Effective with the ratification of this contract, the following central kitchen classification
language shall apply:

Central Kitchen Manager I*
Central Kitchen Manager II**

*To qualify for the central kitchen manager I level, there must be up to 499 off site meals
prepared AND a total meals prepared count of at least 801.

**To qualify for the central kitchen manager II level, there must be five hundred (500) or
more off site meals prepared AND a total meals prepared count of at least one thousand
one hundred (1,100).
For the term of this contract, no central kitchen manager I currently not meeting the above guidelines shall be adversely affected by the implementation of this language.

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.

Effective upon ratification of the 1999-2001 contract, ala carte income shall be counted as one (1) lunch meal equivalent for every three dollars and twenty-five cents ($3.25) in ala carte sales.

**SALARY SCHEDULE**

 *(Food Service Managers and Food Service Assistants)*

BIWEEKLY July 1, 2001 to June 30, 2002

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Maximum</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>#School Kitchen Manager I*</td>
<td>$ 770.91</td>
<td>$ 1061.95</td>
<td>$ 38.00</td>
</tr>
<tr>
<td>#School Kitchen Manager II</td>
<td>865.34</td>
<td>1192.66</td>
<td>38.00</td>
</tr>
<tr>
<td>#School Kitchen Manager III</td>
<td>989.36</td>
<td>1482.18</td>
<td>45.55</td>
</tr>
<tr>
<td>#Central Kitchen Manager I</td>
<td>937.12</td>
<td>1270.36</td>
<td>45.55</td>
</tr>
<tr>
<td>#Central Kitchen Manager II</td>
<td>1068.00</td>
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<td>45.55</td>
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</tbody>
</table>

Hourly

<table>
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<th>Increment</th>
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</thead>
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<td>10.93</td>
<td>.33</td>
</tr>
<tr>
<td>On-call Substitutes</td>
<td>9.20</td>
<td>10.93</td>
<td></td>
</tr>
<tr>
<td>Food Service Trainees</td>
<td>9.89</td>
<td>10.93</td>
<td>.33</td>
</tr>
</tbody>
</table>

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

**APPLICATION**

# Individual rates and increments shall be increased by three percent (3.0%) effective July 1, 2001. Increases shall be without regard to regular service anniversary increments.

Local 150-FS 55 7/01/01 - 6/30/03
Effective with the pay period following ratification of this agreement, the salary of the central kitchen manager I shall be made equal to the salary paid to a school kitchen manager III.

**BIWEEKLY July 1, 2002 to June 30, 2003**

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>#School Kitchen Manager I*</td>
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<tr>
<td>#School Kitchen Manager II</td>
<td>891.30</td>
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<td>1019.04</td>
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<td>46.92</td>
</tr>
<tr>
<td>#Central Kitchen Manager I</td>
<td>1019.04</td>
<td>1526.65</td>
<td>46.92</td>
</tr>
<tr>
<td>#Central Kitchen Manager II</td>
<td>1100.04</td>
<td>1657.55</td>
<td>46.92</td>
</tr>
<tr>
<td>Hourly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Service Assistants</td>
<td>9.48</td>
<td>11.26</td>
<td>.34</td>
</tr>
<tr>
<td>On-call Substitutes</td>
<td>9.48</td>
<td>11.26</td>
<td>.34</td>
</tr>
<tr>
<td>Food Service Trainees</td>
<td>10.19</td>
<td>11.26</td>
<td>.34</td>
</tr>
</tbody>
</table>

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

**APPLICATION**

# Individual rates and increments shall be increased by three percent (3.0%) effective July 1, 2002. Increases shall be without regard to regular service anniversary increments.

**EMPLOYE ORIENTATION**

The Union shall be provided one week notice of orientation meetings held for new food service employees. The notice shall contain the time, date, and place of the orientation and contain a list of the invitees. The Union will be given time at the conclusion of the orientation to explain the bargaining agreement and familiarize employees with their wages, benefits, and working conditions.
DISTRIBUTION OF HOURS

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

WORK BREAKS

Unless operational needs prevent it, food service assistants scheduled to work at least four (4) hours in a day will be provided a ten (10)-minute paid work break which shall not be accumulated. Such work break(s) shall be scheduled by the school or central kitchen manager/food service assistant in-charge in such way as to ensure adequate support in operations.

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

Effective July 1, 2000, 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 employee annually, as specified by School Nutrition Services. Employees are required to provide their own white cloth aprons.

$150

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.

JOB POSTING PROCEDURES

1. Applicants for positions of four (4) hours or more will be selected on basis of knowledge, skill, ability, and job attendance. 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 employees:

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, the resulting vacancy created at the other 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.

7. When, during the school year a kitchen is upgraded to central kitchen status, the employer shall designate the existing kitchen manager who shall serve as the interim central kitchen manager for the balance of the school year. The position of interim central kitchen manager shall not extend beyond the school year in which it arose. Should the affected kitchen retain central kitchen status at the start of the next school year, the position of central kitchen manager will then be deemed to be an original, permanent vacancy, subject to the posting requirements of this provision.

Time spent in the position of interim central kitchen manager will have no bearing on future promotion to kitchen manager positions. Knowledge, skills, and abilities, excluding interim central kitchen manager experience, shall continue to be factors taken into consideration for promotional purposes. Where these factors are relatively equal, seniority shall be the determining factor.

When a kitchen is designated as a central kitchen and has no manager, the position shall be posted.

**FOOD SERVICE ASSISTANT IN-CHARGE**

Effective January 4, 1999, 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 thirty-five cents (35¢) per hour for each hour of such assignment.

OVERFILLING

School/central kitchen managers who are involuntarily reclassified to a school that is a lower classification shall be red circled after receiving a ten percent (10%) reduction in pay.

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. Where the Board conducts a summer food service program that requires the use of kitchen personnel, regular school year food service employees shall be eligible for employment and considered first in such program.

2. By April 20, 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 1, employees 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) consecutive years of employment within the past five (5) years 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. Employees shall be eligible to work up to two (2) consecutive years in the summer food service program. After this period, other eligible employees shall be given employment priority for the following two (2)-year period.

4. Employees selected to work the summer food service program will be paid at their individual hourly rates.

5. Employees selected to work the summer food service program must be available for all work dates during the summer program. Employees may use up to the total number of sick leave hours earned during the summer, in accordance with Part III, Section G, of the agreement.
6. Employes with more than two (2) absences, excluding absences for jury duty, funeral leave, or approved emergency leave, will be replaced. An employe with an unexcused absence forfeits the right to be employed the following summer in which he/she would be eligible for employment.

**LUNCH APPLICATION OFFICE**

1. Employe selection to staff the lunch application office (LAO) shall be determined on the basis of the employe's exhibited knowledge, skills, and ability as they relate to the requirements of the appointment. Where the knowledge, skills, and ability of interested employes are relatively equal, seniority shall be the determining factor.

2. Employes shall be eligible to work up to two (2) consecutive years in the LAO. After this period, other qualified employes shall be given employment priority for the following two (2)-year period.

3. Employes selected to work in the LAO will not be eligible to work in the summer food service program in the current or following year.

4. Employes selected to work the LAO assignment will be paid at their individual hourly rates.

5. Employes with more than two (2) absences, excluding jury duty, funeral leave, or approved emergency leave, will be replaced. An employe with an unexcused absence forfeits the right to be employed the following year in which he/she would be eligible for LAO assignment.
# APPENDIX B

## Handicapped Children's Assistants
### School Nursing Associates

## SALARY SCHEDULE

**July 1, 2001 to June 30, 2002**

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Handicapped Chldrn Asst-8 Hr</strong></td>
<td>$18,271.05</td>
<td>$21,487.62</td>
<td>$641.13</td>
</tr>
<tr>
<td>Ann</td>
<td>$13,703.34</td>
<td>$16,115.82</td>
<td>481.11</td>
</tr>
<tr>
<td>Biwk</td>
<td>$15,987.09</td>
<td>$18,801.72</td>
<td>560.91</td>
</tr>
<tr>
<td><strong>Handicapped Chldrn Asst-6 Hr</strong></td>
<td>$13,703.34</td>
<td>$16,115.82</td>
<td>481.11</td>
</tr>
<tr>
<td>Ann</td>
<td>$15,987.09</td>
<td>$18,801.72</td>
<td>560.91</td>
</tr>
<tr>
<td>Biwk</td>
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<td>$22,128.75</td>
<td>641.13</td>
</tr>
<tr>
<td><strong>Handicapped Chldrn Asst-7 Hr</strong></td>
<td>$15,987.09</td>
<td>$18,801.72</td>
<td>560.91</td>
</tr>
<tr>
<td>Ann</td>
<td>$18,912.39</td>
<td>$22,128.75</td>
<td>641.13</td>
</tr>
<tr>
<td>Biwk</td>
<td>$26,370.12</td>
<td>$33,559.47</td>
<td>1,069.53</td>
</tr>
<tr>
<td><strong>Hc Asst-Ortho Sch-8 Hr</strong></td>
<td>$19,777.38</td>
<td>$25,169.76</td>
<td>801.99</td>
</tr>
<tr>
<td>Ann</td>
<td>$19,777.38</td>
<td>$25,169.76</td>
<td>801.99</td>
</tr>
<tr>
<td>Biwk</td>
<td>$23,073.75</td>
<td>$29,364.51</td>
<td>936.18</td>
</tr>
<tr>
<td><strong>Hc Asst-Ortho Sch-6 Hr</strong></td>
<td>$19,777.38</td>
<td>$25,169.76</td>
<td>801.99</td>
</tr>
<tr>
<td>Ann</td>
<td>$19,777.38</td>
<td>$25,169.76</td>
<td>801.99</td>
</tr>
<tr>
<td>Biwk</td>
<td>$26,370.12</td>
<td>$33,559.47</td>
<td>1,069.53</td>
</tr>
<tr>
<td><strong>Hc Asst-Ortho Sch-7 Hr</strong></td>
<td>$19,777.38</td>
<td>$25,169.76</td>
<td>801.99</td>
</tr>
<tr>
<td>Ann</td>
<td>$19,777.38</td>
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<td>Biwk</td>
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<td><strong>Sch Nurs Assoc-Head St</strong></td>
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Local 150-FS  
62  
7/01/01 - 6/30/03
### APPLICATION

Individual rates and increments shall be increased by three percent (3.0%), effective July 1, 2001. Increments shall be without regard to regular service anniversary increments.

#### July 1, 2002 to June 30, 2003

<table>
<thead>
<tr>
<th>Rate</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Increment</th>
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<tbody>
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Local 150-FS 63 7/01/01 - 6/30/03
Individual rates and increments shall be increased by three percent (3.0%), effective July 1, 2002. Increments shall be without regard to regular service anniversary increments.

**APPLICATION**

1. Employes 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 employes 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. Employes 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 uniforms. Those regularly assigned six (6) months prior to March 1 of the year in which granted are eligible.

$140

Employes receiving the uniform allowance are required to purchase either a smock, lab coat, or scrub top and have the same available for use at the work site.

**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
APPENDIX B

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.

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.