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Collective Bargaining Agreements

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Milwaukee Board of School Directors and Service Employees' International Union, AFL-CIO, Local 150 (1986)

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Milwaukee Board of School Directors and Service Employees' International Union, AFL-CIO, Local 150 (1986)

Keywords

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Comments

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C O N T R A C T

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)

~~(Handicapped Children's Aides)~~

JULY 1, 19836

to

JUNE 30, 19869

6
DEC 08 1986

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6/89

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Doris Stacy, President

Mary Bills

David A. Cullen

~~Kathleen Hart~~

Kristine Leopold

Joyce P. Mallory

Edward Michalski

Jeanette Mitchell

Donald J. O'Connell

Lawrence J. O'Neil

~~Alex J. Weinberger~~

Lee R. McMurrin, Superintendent of Schools

John J. Peterburs, Secretary-Business Manager

Edward R. Neudauer, Executive Director

Department of Employee Relations

LOCAL 150

SERVICE EMPLOYEES'

INTERNATIONAL UNION,

AFL-CIO

(Food Service Managers)

(Food Service Assistants)

(Handicapped Children's Assistants)

~~(Handicapped Children's Aides)~~

~~Donald Beatty~~ Dan Iverson, President

Thadd M. Hryniewiecki, Business Representative

~~Danny L. Iverson~~ Lois O'Keefe, Business Representative

BARGAINING TEAM (Food Service)

Barbara Hynes

~~Shirley Kammers~~

~~Nina Linn~~

Emily Palkovic

Betty Rogers

Sharon Skare

BARGAINING TEAM (~~Handicapped Children's Aide~~)
(Handicapped Children's Assistant)

~~Virginia King~~

~~Henrietta Leibl~~

Mable McGraw

Cynthia Schaefer

Carol Vian

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THIS AGREEMENT, made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the Milwaukee Board of School Directors, a municipal employer, hereinafter referred to as the "Board," and Local 150, Service Employees' International Union, AFL-CIO, hereinafter referred to as the "Union," as representative of the employees employed by the Milwaukee Board of School Directors and included in the bargaining unit certified by the Wisconsin Employment Relations Commission (food service managers, food service manager trainees, food service assistants, and ~~handicapped children's aides~~ handicapped children's assistants) WITNESSETH:

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

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

WHEREAS, it is intended that the following agreements shall be an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority which devolves upon the Board and the administrative authority and responsibility of the secretary-business manager 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, 1983~~6~~, to and including June 30, 1986~~9~~. The Board and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

C. NEGOTIATIONS

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

D. TIMETABLE

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

Step 1. Submission of Union demands to the Board by April 1.

Step 2. Submission of the Board's demands to the Union by April 15.

It is agreed that the dates specified in these guidelines may be waived by mutual consent of the parties.

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

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

E. SUBORDINATE STATUTES, ETC.

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

PART II

A. RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining unit and as the certified representative of those employes in the bargaining unit occupying the positions and classifications as defined in the appropriate "Certification of Representatives," promulgated by the Wisconsin Employment Relations Commission (food service managers, food service manager trainees, food service assistants and ~~handicapped children's aides~~ handicapped children's assistants). 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 employes 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 employe'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 employes respresented by the Local 150, Service Employees' International Union, bargaining unit 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 employe's paycheck in the same manner as Union dues and shall be the same amount as the Union charges for regular dues, not including special assessments or initiation fees.

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

In consideration of this provision, the Union agrees:

a. That no 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 further agrees to hold the Board harmless from any damages arising out of any legal action by any employe contesting the above set forth deduction from his/her salary. The Board and the Union agree to jointly defend against any such action.

2. BARGAINING UNIT LISTS

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

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

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

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

D. MANAGEMENT RESPONSIBILITIES

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

2. The secretary-business manager 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 secretary-business manager reserve the right to discipline and/or discharge. The Board and secretary-business manager 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 secretary-business manager 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.

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

E. LIMITATIONS UPON UNION ACTIVITY

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

PART III

SALARIES, WAGES AND FRINGE BENEFITS

A. SALARIES

1. The salaries of employes as developed by collective bargaining, are set forth in Appendices A and B.
2. Overtime worked by full-time employes over eight (8) hours per day or forty (40) compensated hours per week, as authorized by the director of the respective divisions, shall be compensated at the time and one-half (.5) rate. The forty (40) hour week is recognized as the standard work week for all full-time employes.

B. HEALTH INSURANCE

1. The Board shall continue to provide hospital-surgical and major medical benefits for its employes as at present, subject to the following changes:
 - a. Surgical care program not to exceed a maximum of ~~twenty five thousand dollars (\$25,000)~~ fifty thousand dollars (\$50,000) for any one illness for employes and their dependents (effective 1-1-81) equivalent to the S-M 100 plan offered by Blue Cross/Blue Shield.
 - b. Unlimited payment of diagnostic x-ray and laboratory charges for each covered participant per calendar year (effective 1-1-81).
 - c. The deductible feature of the major medical plan is fifty dollars (\$50) per individual and one hundred fifty dollar (\$150) per family. The limit on major medical is ~~fifty thousand dollars (\$50,000)~~ one hundred thousand dollars (\$100,000).

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

g. Every medical procedure that can be performed on an outpatient basis shall not be covered by the benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient care basis that constitute a medically verifiable exception (as determined by the carrier providing Basic Plan health insurance benefits) to the requirement that it be performed on an outpatient basis, shall be covered. Procedures that must be performed on an outpatient basis are:

Adenoidectomy/Small Tonsil Tags (removal of adenoids or small tonsil tags)

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

h. A limit of thirty (30) days per calendar year shall be allowed for psychiatric hospitalization in the basic hospital/surgical plan.

i. 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).

j. All non-emergency admissions as an inpatient must be pre-certified. The employe must telephone the pre-certifying 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 employe fails to comply with the obligation stated above, only eighty percent (80%) of the normal coverage otherwise in effect will be paid by the insurance carrier.

2. Effective July 1, 1983⁶, the Board will pay eighty two dollars and fifty six cents (\$82.56) for single health insurance coverage and two hundred nine dollars and four cents (\$209.04) for family coverage. These sums shall be changed effective July 1, 1984⁷, and July 1, 1985⁸ to reflect the exact cost of coverage for that fiscal year.

a. Effective July 1, 1984, the Board will contribute ninety percent (90%) of the basic plan cost for single or family health insurance coverage for eligible employes hired on or after July 1, 1984. Thereafter the Board will make contributions based upon the basic plan as follows:

90% during the first four years of service.

95% during the next three years of service.

After 7 years of service, Board paid coverage shall be the same as for employes hired before July 1, 1984.

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

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

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

5. Where both husband, wife or other members of the family are employed by the Board, the Board shall only pay for one family coverage.

6. 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 paying to the Board a sum equivalent to two (2) months' payment of the premium, along with an approved application.

7. 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 employe described above has seventy percent (70%) or more of the maximum allowable full-day accumulation of sick leave, he/she shall be allowed to continue in the plan with the Board paying the full premium at the rate in existence at the time of retirement.

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 employe, the spouse of such employe, at the time of retirement, shall be allowed to continue in the health insurance single plan with the Board paying the full premium at the rate in existence at the time of retirement. If such retired employe did not have the required accumulation of sick leave, at the death of the employe, 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 employes 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.

C. DENTAL INSURANCE

Effective July 1, 1987, all active employes who are eligible for health insurance shall be enrolled in single or family coverage dental insurance (universal coverage). Employes shall pay one dollar and fifty-six cents (\$1.56) toward single coverage or five dollars and six cents (\$5.06) toward family coverage for the term of this agreement. Payments shall be made through regular payroll deductions. The schedule of dental benefits is as follows:

Schedule of Dental Benefits

| | |
|---|----------------|
| <u>Maximum per participant per calendar year</u> | <u>\$1,000</u> |
| <u>Deductible</u> | <u>\$25.00</u> |
| <u>Maximum number of deductibles per family per calendar year</u> | <u>3</u> |

| | <u>Co- Insurance %</u> |
|---|--------------------------------|
| <u>*Diagnostic</u> | |
| <u>Diagnostic x-rays</u> | (80%) |
| <u>Oral examinations</u> | 80% |
| <u>*Preventive</u> | 80%) |
| <u>Ancillary</u> | |
| <u>Anesthesia and injections</u> | 80% |
| <u>Emergency palliative treatment and denture repairs/adjustments</u> | 80% |
| <u>Restorations</u> | |
| <u>Direct Fillings (Regular)</u> | 80% |
| <u>Indirect Fillings (Cast Restorations)</u> | 80% |
| <u>Oral Surgery</u> | 80% |
| <u>Endodontics</u> | 80% |
| <u>Periodontics</u> | 80% |
| <u>Prosthodontics</u> | 50% |
| <u>Orthodontics (Separate Maximum) to age 19</u> | 50% |

(\$1,000) Lifetime Maximum per participant

(*Deductible does not apply to Diagnostic or Preventive Services.)

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

D. LIFE INSURANCE

~~1. The Board shall continue in effect its present group life insurance policy for employes. The insurance for each employe shall be an amount equal to the even one thousand dollars (\$1,000) next exceeding the basic wage of the employe.~~

1. Life insurance for active employes shall be an amount equal to the next even thousand dollars (\$1,000) exceeding the basic wage of the employe.

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

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

E. INSURANCE

1. The Board will reimburse employes against loss or damage to personal property used in the course of employment in buildings operated by the Board, arising from theft, fire, or willful damage not to exceed one hundred dollars (\$100) on any one occurrence.

2. The Board will pay the premium on an insurance policy to cover malicious damage to employes' cars or motorcycles while parked at school during school hours or while on school business. Such policy shall not cover the first twenty twenty-five dollars (~~\$20~~) (\$25) of damage in any one (1) incident.

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

F. 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 be granted sick leave with full pay on the following basis during any year: Fifteen (15) working days for full-time employes on a twelve-month basis, twelve and one-half (12.5) working days for full-time employes on a ten-month basis, a proportionate amount of sick leave for employes who serve on less than a full-time basis. Absences of full-time employes shall be shown on the time sheets, and absences of part-time employes shall be shown on IBM absence cards (Form #27). ~~Handicapped children's aides~~ Handicapped children's assistants employed during summer school shall be eligible to earn and use one (1) day of sick leave during the summer. If the day is not used, it will become part of their accumulated sick leave.

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

c. Sick leave with full pay shall be granted at the rate of .067 hours of sick leave earned for each hour paid 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) working days at full pay and accumulative thereafter to an unlimited total of working days at half pay. Accumulations of full pay and

half pay sick leave benefits shall be kept in separate accounts and shall not be transferable.

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

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

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

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

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

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

f. 1) During the initial probationary period, no sick leave with pay will be allowed, however, the employe shall accrue sick leave during this period. The calendar dates for the computation for sick leave benefits shall be established by the Accounting Division.

2) Any length of time during which an employe is on layoff, suspension, or leave of absence and any length of time not recognized by the Annuity and Pension Board as accumulative of pension credit, when the employe in question is a member of the City Annuity and Pension 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 employe, due to the death of a wife, husband, parent, parent-in-law, stepparent, child, brother, sister or stepchild, shall be permitted without loss of pay for not to exceed three (3) full work days, provided the days are used within the calendar week (any seven (7) consecutive days), starting with the day of death.
- b. In case the death of a relative, as listed in 2, a, above, occurs when such relative is in the armed services of the United States, these provisions may apply to leave for the purpose of attending memorial or religious services held because of such death, without regard to the place where death occurred or to the place where services are held.
- c. Absence of one (1) day without loss of pay, within the calendar week, starting with the day of the death, shall be permitted in case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, or first cousin of the employe. Such absence shall be explicitly reported on the time record accompanied by obituary notices or other bona fide proof of death for deaths outside of the immediate family.
- d. Not more than six (6) regular appointed classified 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.

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 of 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: 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 of the employe's wedding or the wedding of the employe's son or daughter.

Upon return to work, the employe will acknowledge in writing that absence was due to one 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. Such certification may be required for shorter terms of sick leave absence.

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 employe 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 secretary-business manager 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 thirty (30) 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.

G. 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 E 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 working days, 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 all tasks to which he/she is ordinarily assigned.

e. 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 employe shall not exceed one hundred percent (100%) of net compensation previously received by the employe.

2. ~~MATERNITY LEAVE~~NONPAID MATERNITY, PATERNITY, OR ADOPTION LEAVES OF ABSENCE

~~a. In each case of pregnancy, the employe shall have one (1) of the following three (3) options:~~

~~1) TEMPORARY DISABILITY LEAVE. Temporary disability leave constitutes the period the employe's doctor certifies the employe is medically unable to work because of pregnancy or complications arising~~

~~therefrom. This certification shall be promptly furnished in writing to the Division of Human Resources. Temporary disability leave is treated in accordance with sick leave and other related provisions of this contract.~~

~~2) CHILD REARING LEAVE AFTER TEMPORARY DISABILITY LEAVE. At the conclusion of temporary disability, a leave of absence without pay shall be granted for any one (1) case of pregnancy, if so requested by the employe, on a semester basis for a period not to exceed three (3) full semesters, including the period of temporary disability. Upon certifying to the administration the anticipated beginning date of the temporary disability because of pregnancy, the employe shall notify the administration in writing whether the employe intends to take the child rearing leave beyond the period of temporary disability. The employe may change this designation at any time up to ten (10) days after the birth of the child or the original designation shall stand.~~

~~3) COMBINATION PRENATAL, TEMPORARY DISABILITY, AND CHILD REARING LEAVE. At the employe's option, in addition to temporary disability leave, an employe shall be granted a leave of absence without pay, not to exceed three (3) semesters, commencing at any time during pregnancy.~~

~~a) At the time the employe requests a prenatal leave, the employe shall notify the administration in writing whether the employe intends to take the child rearing leave beyond the period of temporary leave. The employe may change this designation at any time up to ten (10) days after the birth of the child, or the original designation shall stand.~~

~~b) In addition to the certification of pregnancy for prenatal leave and notice of child rearing leave, the employe shall promptly furnish in writing to the Division of Human Resources the doctor's statement when he/she certifies the employe to be medically unable to work because of pregnancy or complications arising therefrom.~~

~~4) EMPLOYE REEMPLOYMENT AFTER USING OPTION 2 OR 3 ABOVE. Employes electing leave under Option 2 or 3 above shall be considered out of assignment and shall be returned to employment subject to reassignment under Part III, Section F (6) (Curtailment of Leave) or Part III, Section F (7) (Return After Leave of Absence).~~

~~b. Temporary disability absences of forty five (45) working days contained within a period of nine (9) consecutive calendar weeks, attested to by the employe's physician, shall not be questioned. In paid absences of a longer term, or if the temporary disability request is filed more than thirty (30) working days prior to the date of delivery, the administration may require the employe to be examined by a physician from~~

~~the Milwaukee Health Department, or by a physician selected by the employe from a panel of five (5) obstetricians appointed by the Milwaukee Health Department. The cost of such examination shall be borne by the Board.~~

~~c. The payment of temporary disability benefits shall remain available as long as valid state or federal guidelines require it.~~

~~d. ADOPTION LEAVE. An employe who adopts a child shall, upon request, be granted a leave without pay for up to eighteen (18) months.~~

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 employe who adopts a child may be granted a leave without pay for up to three (3) full semesters.

3. JURY DUTY

Employes who are called for jury service shall receive full salary during the period of absence, provided that employes shall remit to the Board an amount equal to the compensation paid to them for such jury service on work-days, excluding any supplemental payments, and attach the summons to the payroll time sheet.

4. LEGISLATIVE OR UNION LEAVE

Upon election to full-time political or Local 150 Union office, employes shall be granted leaves of absence for a length of time to concur with the term of office. Subsequent extensions of this leave shall be granted upon reelection to office or upon election to another full-time political office. However, the employe so excused shall each year, on or before the anniversary date of the granting of such leave, express in writing his/her desire to remain on leave of absence and his/her desire to return to his/her previous position upon termination of his/her term of office. No increment benefits will be gained during such period of time.

5. MILITARY LEAVE

a. Upon proper notification to the superintendent or secretary-business manager, 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 or her service in said armed forces may be required by the United States Government.

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

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

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

5) Any employe on military leave of absence as specified above and within ninety (90) days after his or her separation from military service or the termination of hospitalization, if any, shall, upon written application, be restored to his or her position and similar assignment in the employment of the Board, provided he or 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 or her duties.

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

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

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

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

Should a period of national emergency be declared during the time that a person is on military leave under this section, 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.

6. CURTAILMENT OF LEAVE

The Division of Human Resources may curtail a leave of absence upon knowledge that the employe 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 employe to work. Failure to return from a leave of absence will result in termination.

7. RETURN AFTER LEAVE OF ABSENCE

Employes 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 in writing at least ten (10) working days prior to this requested day of return as follows:

- a. Handicapped childrens aides write to the Division of Human Resources
- b. Food service personnel write to the Food Services Division.

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

8. VIOLATION OF LEAVE OF ABSENCE PROVISIONS

Violation of any of the provisions relating to leaves of absence by an employe or the making of a false report regarding any type of leave shall subject the employe committing such violation or making such false reports to disciplinary action by the secretary-business manager and shall constitute a cause for discharge, suspension without pay, or demotion, subject to the Board rules governing such action.

H. PENSIONS

The law provides that all newly appointed classified employes of the Board who work more than twenty (20) hours per week regularly assigned time, automatically become members of the coordinated plan (employes' retirement system and social security) as a condition of their employment. The Board shall pay the entire employe's contribution to the employes' retirement system, other than social security, for those eligible and enrolled in such system.

I. HOLIDAYS AND EXCUSED TIME

1. Food service managers, trainees, assistants, and ~~handicapped children's aides~~ 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.

J. 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.
4. United Way.

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

PART IV

HOURS OF WORK

A. REQUIRED WORKING HOURS

1. The basic work week of food service managers and salaried ~~handicapped children's aides~~ 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 or secretary-business manager to schedule over-time work.

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

B. REQUIRED WORK YEAR

~~1. The annual work year of food service managers, food service trainees, and salaried handicapped children's aides shall consist of one hundred ninety-three (193) days including the paid holidays for the contract year of 1983-84, one hundred ninety-two (192) days including paid holidays for the contract year of 1984-85, and one hundred ninety-one (191) days including paid holidays for the contract year of 1985-86. Food service assistants shall work the days in which meals are served in the schools, or other days at the direction of the director of food services or his/her designee.~~

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

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

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

PART V

WORKING CONDITIONS

A. CITY RESIDENCY REQUIREMENTS

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

B. CHANGE OF ADDRESS

Immediately upon changing his/her residence, the employe shall give written notice to the director of his/her division, who shall report the change to the business department.

C. PROBATIONARY PERIOD

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

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. REDUCTION IN HOURS

The needs of various schools are dissimilar. The Food Services Division 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.

F. OTHER PROVISIONS

1. Food service managers will not be expected to transport supplies in their own cars.
2. Food service managers and assistants will not be required to stock materials at a school kitchen storeroom of over thirty (30) pounds in weight.
3. Food service personnel will not be required to serve coffee beyond the staff lunch hours.
4. Food service personnel do not control entrance and dismissal of students and clearing of cafeteria tables. Food Services Division 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.

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

6. 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.

7. When the employe handbook of the Food Services Division is revised, the Union may appoint three (3) members of the revision committee.

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 secretary-business manager, 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 employe shall, within five (5) working days, submit his/her grievance directly to his/her next higher authority, but he/she may request next higher authority to send for (a) a representative of the Union, or (b) a fellow employe of his/her own choosing for the purpose of joint oral presentation and discussion of the grievance at a mutually convenient time. In the event a representative is brought in by the employe, a Union representative shall also

be present. If the grievance is not resolved satisfactorily, it shall be reduced to writing and presented to the employe's next higher authority within five (5) working days of the oral presentation. The next higher authority shall give a written answer within five (5) working days of receipt of the written grievance.

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

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

THIRD STEP -- If the written grievance is not adjusted in a manner satisfactory to the employe or the Union within five (5) working days after the discussion with the department head, it may be presented within five (5) working days by the Union to the superintendent, the secretary-business manager, or their designee for discussion. Such discussion shall be within ten (10) working days at a mutually convenient time fixed by the superintendent, secretary-business manager, or their designee. The superintendent, the secretary-business manager, or their designee shall render a written disposition to the Union within ten (10) working days from said hearing. If the grievance is not certified to the impartial referee in accordance with the impartial referee procedure within twenty (20) working days after notification of the superintendent's, the secretary-business manager's, or their designee's decision, such decision shall become final.

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

1. "Jurisdictional authority" 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) working days.

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

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

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

2. APPOINTMENT OF IMPARTIAL REFEREE

Impartial referee shall be selected as follows:

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

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

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

E. PRESENCE OF GRIEVANT

1. The person taking the action may be present at every step of the procedure and shall be present at the request of the Union, the superintendent, secretary-business manager, their 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 employe may be released without loss of pay to meet with the appropriate party. Every effort shall be made to not absent an employe from his/her work.

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 employes, 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 employe who is reduced in status, suspended, removed, or discharged may, within five (5) working days 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.

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 in 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, the superintendent and the secretary-business manager, 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, the superintendent and the secretary-business manager.

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 nego-

tiations 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 ~~31st day of August, 1983.~~

LOCAL 150
SERVICE EMPLOYEES'
INTERNATIONAL UNION, AFL-CIO

~~Donald Beatty~~ Dan Iverson, President

Thadd M. Hryniewiecki, Business Representative

~~Danny L. Iverson~~ Lois O'Keefe, Business Representative

NEGOTIATING COMMITTEE (Food Service Personnel)

Barbara Hynes, Member

~~Shirley Kammers~~, Member

~~Nina Linn~~, Member

Emily Palkovic, Member

Betty Rogers, Member

Sharon Skare, Member

NEGOTIATING COMMITTEE (~~Handicapped Children's Aides~~)
(Handicapped Children's Assistants)

~~Virginia King~~, Member

~~Henrietta Leibl~~, Member Louise Bulowicz

Mable McGraw, Member

Cynthia Schaefer, Member

Carol Vian, Member

MILWAUKEE BOARD OF SCHOOL DIRECTORS

OFFICERS

Doris Stacy, President

Lee R. McMurrin, Superintendent of Schools

John Peterburs, Secretary-Business Manager

Edward R. Neudauer, Executive Director
Department of Employee Relations

**FINANCE/FACILITIES AND
PERSONNEL COMMITTEE**

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~~Kathleen Hart~~ David A. Cullen, Vice-Chairman

~~David Cullen~~, Member

~~Edward Michalski~~, Member

Jeanette Mitchell, Member

Lawrence J. O'Neil, Member

~~Alex J. Weinberger~~, Member

APPENDIX A

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 food service managers underfilling positions may progress in that school by meeting the requirements of the higher level classification. Any manager successfully underfilling a food service manager position may be permitted to take the exam for the next higher position prior to the completion of the probationary period. Promotion will in all cases be effective only after the applicant has met the service requirements for the position and received recommendation for promotion by the director of Food Services Division. 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 secretary-business manager's right to assign, reassign, and transfer employes, nor his/her right to discipline or discharge employes.

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

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:

| Classification | Average Lunches Served |
|--------------------------|---------------------------|
| Food Service Manager I | 1 -- 200 |
| Food Service Manager II | 201 -- 300 |
| Food Service Manager III | 301 -- 450 |
| Food Service Manager IV | 451 -- 600 |
| Food Service Manager V | 601 -- 900 |
| Food Service Manager VI | 901 -- and over |
| Central Kitchen Manager | |

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. Breakfasts shall be counted as one (1) lunch for every three (3) breakfasts served.

SALARY SCHEDULE

(Food Service Managers and
Food Service Assistants)

BIWEEKLY July 1, 19836 to June 30, 19847

| | Minimum | Maximum | Incre- ment |
|--------------------------|--|--|--------------------------------------|
| Food Service Manager I* | <u>\$453.12</u> \$406.73 | <u>\$607.88</u> \$545.64 | <u>\$19.28</u> \$17.31 |
| | 478.31 | 632.84 | 19.28 |
| Food Service Manager II | <u>429.35</u> <u>513.15</u> | <u>568.06</u> <u>673.67</u> | <u>17.31</u> <u>24.10</u> |
| Food Service Manager III | <u>460.62</u> <u>548.96</u> | <u>604.70</u> <u>717.63</u> | <u>21.63</u> <u>24.10</u> |

| | | | |
|-------------------------|--------|--------|-------|
| Food Service Manager IV | 492.76 | 644.16 | 21.63 |
| | 594.51 | 756.59 | 24.10 |
| Food Service Manager V | 533.64 | 679.13 | 21.63 |
| | 639.06 | 940.25 | 28.90 |
| Food Service Manager VI | 573.64 | 843.99 | 24.94 |
| Central Kitchen Manager | | | |
| | 5.54 | 6.95 | .19 |
| Hourly | 4.97 | 6.24 | .16 |
| Food Service Assistants | | | |
| Food Service Trainees | | | |
| On-call Substitutes | | | |

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

APPLICATION

Individual rates and increments shall be increased by ~~four~~ 3 percent (~~4~~3%) effective July 1, 19836. Increases shall be without regard to regular service anniversary increments. ~~In addition, one half (.5) increment shall be added to the maximum. Employees at the present maximum will be placed at the new maximum.~~

BIWEEKLY July 1, 19847 to June 30, 19858

| | Minimum | Maximum | Increment |
|--------------------------|---------|----------------------------|--------------|
| Food Service Manager I* | 463.77 | \$423.00 622.17 | 567.47 19.73 |
| Food Service Manager II | 489.55 | 446.52 647.71 | 590.78 19.73 |
| Food Service Manager III | 525.21 | 479.04 689.50 | 628.89 24.67 |
| Food Service Manager IV | 561.86 | 512.47 734.49 | 669.93 24.67 |
| Food Service Manager V | 608.48 | 554.99 774.37 | 706.30 24.67 |
| Food Service Manager VI | 654.08 | 596.59 962.35 | 877.75 29.58 |
| Central Kitchen Manager | | | |
| Hourly | 5.67 | 5.17 7.11 | 6.49 .19 |
| Food Service Assistants | | | |
| Food Service Trainees | | | |
| On-call Substitutes | | | |

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

APPLICATION

Individual rates and increments shall be increased by ~~four~~ 2.35 percent (~~2.35~~2.35%) effective July 1, 19847. Increases shall be without regard to regular service anniversary increments. ~~In addition, one half (.5) increment shall be added to the maximum. Employees at the present maximum will be placed at the new maximum.~~

BIWEEKLY July 1, 19858 to June 30, 19869

| | Minimum | | Maximum | | Increment | |
|--------------------------|---------|----------|---------|----------|-----------|---------|
| Food Service Manager I* | 669.52 | \$439.92 | 647.06 | \$590.17 | 20.52 | \$18.72 |
| Food Service Manager II | 509.13 | 464.38 | 673.62 | 614.41 | 20.52 | 18.72 |
| Food Service Manager III | 546.22 | 498.20 | 717.08 | 654.05 | 25.66 | 23.40 |
| Food Service Manager IV | 584.33 | 532.97 | 763.87 | 696.73 | 25.66 | 23.40 |
| Food Service Manager V | 632.82 | 577.19 | 805.34 | 734.55 | 25.66 | 23.40 |
| Food Service Manager VI | 680.24 | 620.45 | 1000.84 | 912.86 | 30.76 | 28.06 |
| Central Kitchen Manager | | | | | | |
| Hourly | 5.90 | 5.38 | 7.39 | 6.75 | .20 | .18 |
| Food Service Assistants | | | | | | |
| Food Service Trainees | | | | | | |
| On-call Substitutes | | | | | | |

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

APPLICATION

Individual rates and increments shall be increased by four 4 percent (4%) effective July 1, 1985. Increases shall be without regard to regular service anniversary increments.

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 director of Food Services Division and through no fault of his/her own is released from work, he/she shall be guaranteed two (2) hours of pay if a food service assistant and four (4) hours of pay if a food service manager.

UNIFORM ALLOWANCE

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

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

19847 - ~~\$ 90.00~~ \$105.00
 19858 - ~~\$ 95.00~~ \$110.00
 19869 - ~~\$100.00~~ \$115.00

EVALUATIONS

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

APPENDIX B

~~Handicapped Children's Aides~~ Handicapped Children's Assistants

SALARY SCHEDULE

July 1, 19836 to June 30, 19847

| | Minimum | Maximum | Increment |
|---|--|--|--|
| Handicapped Children's Aides - I Assistants I | \$429.35 5.54 4.97 | \$550.75 6.76 6.07 | \$17.31 .19 .16 (Biweekly) (Hourly) |
| Handicapped Children's Aides - II Assistants II | \$429.35 \$536.15 | \$568.06 \$632.84 | \$17.31 \$19.28 (Biweekly) |

APPLICATION

Individual rates and increments shall be increased by ~~four~~ 3 percent (~~4~~3%), effective July 1, 19836. Increases shall be without regard to regular service anniversary increments. ~~Handicapped children's aides Handicapped children's assistants II will receive one (1) additional increment at the maximum. Employes at the present maximum will be placed at the new maximum.~~

July 1, 19847 to June 30, 19858

| | Minimum | Maximum | Increment |
|---|--|--|--|
| Handicapped Children's Aides - I Assistants I | \$446.52 5.67 5.17 | 627.98 6.92 6.31 | \$18.00 .19 .17 (Biweekly) (Hourly) |
| Handicapped Children's Aides - II Assistants II | \$446.52 548.75 | \$590.78 647.71 | \$18.00 19.73 (Biweekly) |

APPLICATION

Individual rates and increments shall be increased by ~~four~~ 2.35 percent (~~4~~2.35%), effective July 1, 19847. Increments shall be without regard to regular service anniversary increments.

July 1 19858 to June 30, 19869

| | Minimum | Maximum | Increment |
|---|-----------------------------------|-----------------------------------|---|
| Handicapped Children's Aides-I Assistants I | <u>550.18</u> \$464.38 | <u>653.10</u> \$595.69 | <u>20.52</u> \$18.72 (Biweekly) |
| Handicapped Children's Aides-II Assistants II | <u>5.90</u> 5.38 | <u>7.20</u> 6.56 | <u>.20</u> .18 (Hourly) |
| | <u>570.70</u> \$464.38 | <u>673.62</u> \$614.41 | <u>20.52</u> \$18.72 (Biweekly) |

APPLICATION

Individual rates and increments shall be increased by ~~four~~ 4 percent (4%), effective July 1, 19858. Increases shall be without regard to regular service anniversary increments.

TRANSFERS

1. ~~Handicapped children's aides~~ Handicapped children's assistants who desire to transfer to another building(s), and/or position of increased hours shall submit a ~~transfer request form~~ letter requesting such transfer to the Division of Human Resources. Transfers shall be considered after ~~handicapped children's aides~~ handicapped children's assistants returning from leave or layoff have been assigned.
2. ~~Handicapped children's aides~~ Handicapped children's assistants 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 handicapped children's assistants 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 ~~handicapped children's aide~~ handicapped children's assistant and four (4) hours of pay if a salaried ~~handicapped children's aide~~ handicapped children's assistant.

UNIFORM ALLOWANCE

An annual uniform allowance in an amount shown below will be paid to regular salaried and hourly ~~handicapped children's aides~~ handicapped children's assistants 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.

| | | | |
|-------|---|---------------------|-----------------|
| 19847 | - | \$ 90.00 | <u>\$105.00</u> |
| 19858 | - | \$ 95.00 | <u>\$110.00</u> |
| 19869 | - | \$100.00 | <u>\$115.00</u> |

TUITION REIMBURSEMENT PROGRAM

Full-time employes of the Milwaukee Public Schools not covered in schedules giving incremental payment for education shall receive full reimbursement up to five hundred dollars (\$500) in a calendar year for tuition costs they incur if the following conditions are met:

1. The employe must be a full-time employe of the Board at the time of application and reimbursement.
2. 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.
3. The course chosen must be related to the improvement of the employe's ability to perform on his/her present job or to a reasonable promotional goal. If a degree is applicable under this provision, requirements of that degree will be considered applicable also.
4. 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.
5. The employe must not receive other governmental tuition assistance for the same course of study.
6. 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.

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. An employe must remain with the school system for at least two (2) years after using this tuition reimbursement program. Any employe who is unable to complete the two (2) years requirement and leaves the district must return all of the tuition reimbursement received.

HANDICAPPED CHILDREN'S ASSISTANTS EVALUATIONS

1. Handicapped children's assistants shall be shown their evaluations by May 30 of each year.
2. A copy of the evaluation shall be provided upon request of the handicapped children's assistant.

HEALTH AND SAFETY

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



830205

NOVEMBER 12, 1986

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
C.C.M.B. No. 1220-0001
Approval Expires 7/31/87

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DEC 08 1986

DIVISION OF:
HUMAN RESOURCES
EMPLOYEE RELATIONS

86 NOV 17 09:53

CHIEF NEGOTIATOR
MILWAUKEE PUBLIC SCHOOLS
ADMINISTRATION BUILDING
P O DRAWER 10K
MILWAUKEE , WI. 53201

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Milwaukee Wis Bd of Sch Directors Noninstruc lu 150 WITH SERVICE EMPLOYEES WISCONSIN

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

- 1. Approximate number of employees involved 1,058
- 2. Number and location of establishments covered by agreement CITY of Milwaukee - approximately 150 schools
- 3. Product, service, or type of business Public Education
- 4. If your agreement has been extended, indicate new expiration date _____

David A. Kwiatkowski, Labor Specialist (414) 475-8374
 Your Name and Position Area Code/Telephone Number
5225 W. Vliet Street Milwaukee WI. 53208
 Address City/State/ZIP Code