

CONTRACT

between

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

and

THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION
(Educational Assistants)

January 1, 2004

to

December 31, 2006

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1 **C. CONDITIONS AND DURATION OF CONTRACT**

2
3 1. This contract shall continue in full force and effect as binding on the parties from
4 January 1, 2004, to and including December 31, 2006. Salary and fringe benefits shall
5 be retroactive to January 1, 2004, except as otherwise indicated in any specific
6 provision. Newly adopted language in this contract is not retroactive unless stated to be.

7 The Board and the MTEA, for the life of this contract, each voluntarily and
8 unqualifiedly waives the right and each agrees that the other shall not be obligated to
9 bargain collectively with respect to any subject or matter referred to or covered in this
10 contract or with respect to any subject or matter not specifically referred to or covered
11 in this contract, except as otherwise provided herein.

12
13 2. All expenditures or compensation to be paid employees in accordance with this
14 agreement must first meet the requirements and procedures required by law and the
15 provisions of Chapter 119 of the Wisconsin Statutes.

16
17 3. Any reference to or interpretation of Chapter 119 as it relates to the foregoing
18 paragraphs shall not be subject to arbitration.

19
20 **D. NEGOTIATIONS**

21
22 Either party to this agreement may select for itself such negotiator or negotiators for the
23 purposes of carrying on conferences and negotiations under the provisions of Section 111.70,
24 Wisconsin Statutes, as such party may determine. No consent from either party shall be
25 required in order to name such negotiator or negotiators.

26
27 **E. GUIDELINES FOR NEGOTIATIONS**

28
29 1. Conferences and negotiations for a new contract or for negotiations to amend this
30 contract shall be conducted promptly by the parties in a good faith effort to reach a
31 settlement and to meet the Board's budget deadline. In order to meet these deadlines
32 and in an effort to expeditiously conclude negotiations, the parties will observe the
33 following timetable:

34
35 a. Both the Board and the MTEA shall exchange proposals on September 30,
36 2006, and begin negotiations no later than two months prior to the termination of
37 the agreement.

1 either party may immediately proceed to mediation prior to the implementation of
2 such rule or Board policy. Either party may proceed to advisory fact finding if the
3 matter is not resolved in mediation. In an emergency situation which would
4 interfere with the orderly operations of the schools, the administration may
5 temporarily implement emergency action prior to mediation.
6

7 d. Where there is a change by new rule or Board policy or by amendment to a
8 rule or Board policy which is primarily related to educational and/or public policy,
9 but which has an impact on the wages, hours, and conditions of employment of the
10 members of the bargaining unit and the contract is silent, the MTEA may request
11 to initiate negotiations and obligate the Board to negotiate over the impact of such
12 new rule or Board policy or amendment thereto.
13

14 3. ADMINISTRATIVE PROCEDURES

15
16 a. A number of major administrative procedures affecting wages, hours, and
17 working conditions of members of the bargaining unit have been codified. As
18 additional procedures are reduced to writing, they shall be added to the booklet
19 containing such codified procedures.
20

21 b. Where any new procedure or amendment of procedure conflicts with any
22 specific provision of this contract, the contract shall govern.
23

24 c. The MTEA shall be provided a copy of any new administrative procedure or
25 amendment to an administrative procedure of the type identified in paragraph "a."
26

27 d. If, during the term of the contract, any administrative procedure is changed, by
28 amendment or by a new procedure on which the contract is silent, which is
29 primarily related to wages, hours, and working conditions of the members of the
30 bargaining unit, the MTEA may request to initiate negotiations and obligate the
31 Board to negotiate over such new administrative procedure or change thereto. If,
32 after a reasonable period of negotiations, no agreement has been reached, either
33 party may proceed to mediation prior to the implementation of such procedure.
34 Either party may proceed to advisory fact finding if the matter is not resolved in
35 mediation. In an emergency situation which would interfere with the orderly
36 operations of the schools, the administration may temporarily implement
37 emergency action prior to mediation.
38

1 e. If, during the term of the contract, any administrative procedure which is
2 primarily related to educational and/or public policy is changed by amendment or
3 by a new procedure which has an impact on the wages, hours, and conditions of
4 employment of the members of the bargaining unit, and the contract is silent, the
5 MTEA may request to initiate negotiations and obligate the Board to negotiate the
6 impact of such change or new procedure.

7
8 f. Disputes under this section shall not be subject to the grievance procedure, but
9 shall be resolved through a petition for declaratory ruling or a prohibited practice
10 complaint before the WERC.

11
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13
14

PART II

A. RECOGNITION

15

16
17 The Board recognizes the MTEA as the exclusive collective bargaining representative for
18 the collective bargaining unit of all educational assistants employed by the Board, as defined
19 in the appropriate "Certification of Representatives," promulgated by the WERC and that
20 pursuant to the provisions of Section 111.70, Wisconsin Statutes, said employee organization
21 is the exclusive collective bargaining representative of all such employees for the purposes
22 of conferences and negotiations with the above-named municipal employer or its lawfully
23 authorized representatives on questions of wages, hours, and conditions of employment.
24 This clause shall not be interpreted for purposes other than identifying the bargaining
25 representative and the bargaining unit.

B. MTEA NEGOTIATING COMMITTEE

26

27
28
29 Meetings for collective bargaining shall involve members designated by the MTEA and the
30 Board. Educational assistants shall be released for such matters without loss of salary or sick
31 leave when meetings are scheduled during the school day. Every effort will be made to
32 schedule meetings at times other than during the regular school day. Meetings held during
33 the regular school day will be scheduled by mutual consent.

C. MANAGEMENT RESPONSIBILITIES

34

35
36
37 The MTEA recognizes the prerogative of the Board and superintendent to operate and
38 manage their affairs in all respects in accordance with their responsibilities. The Board and
39 superintendent, on their own behalf, hereby retain and reserve unto themselves all powers,



1 rights, authority, duties, and responsibilities conferred upon and vested in them by the laws
2 and the Constitution of the State of Wisconsin and of the United States, and the rules of the
3 City Service Commission related to hiring procedures. In exercise of the powers, rights,
4 authority, duties, and responsibilities by the Board or superintendent, the use of judgment
5 and discretion in connection therewith shall not be exercised in an arbitrary or capricious
6 manner, nor in violation of the terms of this contract, Section 111.70 of the Wisconsin
7 Statutes, nor in violation of the laws or the Constitution of the State of Wisconsin and of the
8 United States, the rules of the City Service Commission and, where appropriate, provisions
9 contained in federal and state programs which fund the educational assistant program.

10
11 **D. MTEA RESPONSIBILITIES**

12
13 As the certified collective bargaining representative, the MTEA will represent all persons in
14 the bargaining unit. No MTEA activity shall interfere with the regular assigned duties
15 and/or instructional programs of the school, except as otherwise specified in this agreement.

16
17 **E. DUES AND FAIR SHARE**

18
19 1. **DUES DEDUCTIONS.** The Board shall provide the MTEA with the opportunity
20 to have its dues and the dues of its affiliates deducted from the checks of the assistant
21 desiring such service, provided that these deductions are evenly distributed over the
22 number of pay dates set aside for their deduction. Dues deductions will begin on the
23 biweekly payroll check following the submission of a dues authorization card to central
24 services. The Board shall continue to process cards within six workdays prior to the
25 payroll check date.

26
27 Under certain circumstances, more time may be required--up to ten workdays.

28
29 2. **FAIR SHARE.** All employees represented by the MTEA who have completed 60
30 calendar days of service, work 24 hours or more per biweekly pay period, and are not
31 members of the MTEA shall be required, as a condition of employment, to pay to the
32 MTEA each biweekly pay period a proportionate share of the cost of the collective
33 bargaining process and contract administration. Such charge shall be deducted from the
34 employee's paycheck in the same manner as MTEA dues.

35
36 No part of fair share money may be used to any extent in a political campaign for or
37 against any candidate for public office.

1 In consideration of this provision, the MTEA agrees:
2

3 a. That no employee who applies and qualifies for membership under the
4 constitution and bylaws shall be denied membership or have his/her membership
5 terminated in the MTEA for reasons other than failure of the employee to tender
6 his/her dues required as a condition of acquiring or retaining membership in the
7 MTEA. The MTEA agrees to furnish the Board a current list of employees in the
8 bargaining unit whose applications for MTEA membership are denied and a list of
9 employees whose memberships are terminated, with grounds therefore, within five
10 days after rejection or termination.

11
12 b. The MTEA further agrees to hold the Board harmless for any damages arising
13 out of any legal action by any employee contesting the above set forth deduction
14 from his/her salary.

15
16 Changes in the amount of dues to be deducted shall be certified by the MTEA by
17 August 1 of each year.

18
19 **F. ASSOCIATION RIGHTS**
20

21 The MTEA may, in each school, have a Milwaukee Educational Assistant Association
22 (MEAA) assistant chairperson. The principal shall recognize such person and shall meet
23 with such person where the situation warrants or where a meeting is requested by either the
24 chairperson or the principal.

25
26 1. One mailbox shall be designated for each educational assistant in each building for
27 the distribution of MTEA and other communications.

28
29 2. The MTEA materials for posting on bulletin boards shall be submitted to the
30 principal and then posted by the MTEA and, provided they are professional in approach
31 and do not deal with a personal attack or constitute a political endorsement or rejection
32 of a candidate, no interference will be made with the posting. Such items should not
33 occupy more than one-fourth of the board and be not more than 16" x 20" in size. If the
34 administration feels that the material is inappropriate, they shall arrange a conference
35 with the representatives of the MTEA within three workdays. The material, if favorably
36 ruled upon by the administration, will be reposted on the same day as the meeting with
37 the MTEA representatives. Persistent violation of the above procedure in any building
38 may result in the revocation by the superintendent of the use of the bulletin boards in
39 that building.

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3. The Board shall provide the MTEA with copies of the Board rules. Each time additions or amendments and/or the "Rules of the Board of School Directors" are reprinted, sufficient copies will be furnished to the MTEA.

G. CREDIT UNION DEDUCTIONS

The Board agrees to deduct for the Milwaukee Metropolitan Credit Union and/or Educators Credit Union of the employee's choice, upon receipt of the proper authorization card, the amount as stated on the authorization card from the payroll check of any employee. Such deduction will commence or terminate on the biweekly payroll check following the submission of a credit union authorization or revocation card to central services. The Board will continue to process cards within six workdays prior to the payroll check date. Under certain circumstances, more time may be required--up to ten workdays.

H. PENSION

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 Employees' Retirement System pertaining to general city employees. The Board shall pay the employee's share of the necessary contributions.

I. BIWEEKLY PAYCHECKS

Educational assistants shall be paid on a biweekly-pay basis. Assistants will be paid for the hours reported in each pay period on the second Friday following the end of the reporting period, consistent with the normal pay dates and periods established within the school system. Educational assistants assigned to a year-round school shall be paid in accordance with the payroll calendar established for the individual year-round schools.

Educational assistants permanently assigned to work 30, 32.5, 35, or 40 hours per week shall receive a total of 21 biweekly paychecks. The first check shall be a nine-day payment providing the employee has worked at least nine days and there are at least nine days accumulated in order to receive a nine-day paycheck after the winter recess. If there is less than nine days accumulated, then the first paycheck shall be reduced by the appropriate number of days in order to assure the employees that they will receive a nine-day paycheck after the winter recess.

1 Employees on the nine-day paycheck calendar will continue to have two weeks held back.

2

3 An educational assistant on the nine-day calendar who is permanently assigned to additional
4 hours or permanently reduced to hours outside those set forth above will be taken off the
5 nine-day payroll calendar.

6

7 Educational assistants working hours other than stated in the above paragraph shall be paid
8 in accordance with the first paragraph.

9

10 Employees shall receive their paychecks at the school or site where they perform their duties
11 at the time the checks are delivered. It is understood that exceptions could occur where
12 employees have not been at their assignment for the entire payroll period. In such cases, the
13 employees' checks shall be mailed to the address in the payroll file. On pay dates that are
14 scheduled during non-employment periods, checks shall be mailed to the employees at the
15 address in the payroll file. Employees who are not consistently at their assigned location on
16 pay days, and make a written request, will have their checks mailed each pay day to the
17 address in the payroll file.

18

19 On pay dates that are scheduled during non-employment periods, it is understood that
20 employees may request mailing of their checks to an address other than the payroll file
21 address. The employee will provide a stamped, addressed envelope to the payroll section,
22 Department of Finance, at least six workdays prior to the pay date affected. Under certain
23 circumstances, more time may be required--up to ten workdays. It is understood that this is
24 an exception that will be applicable during holiday, summer, or other recess periods.

25

26 **J. DIRECT DEPOSIT**

27

28 Effective July 1, 2001, or as soon as practicable thereafter, the Board shall make payroll
29 direct deposit available on a voluntary basis for any financial institution of the employee's
30 choice. Where the employee does not have an account at a financial institution, the Board
31 will make one available with the institution of its choice.

32

33 **K. TWELVE-MONTH PAY PLAN**

34

35 1. Assistants wishing to participate in the 12-month pay plan may arrange to do so by
36 filing a deduction request form and approved savings deposit contract. The MTEA will
37 furnish the Board with savings deposit contracts executed by one bank for use by all
38 employees uniformly.

39

1 2. Participants in the plan authorize an established percent to be deducted from each
2 paycheck issued during the school year. The payroll deduction for the plan will be
3 deposited into the individual's special "12-month account" at the bank or credit union
4 and subject to rules and guidelines established in the savings deposit contract between
5 each participant and the bank. Responsibilities for the funds once deposited to the
6 individual's special "12-month account" rest with the bank for proper disposition.
7

8 3. Any assistant who is a participant hereunder may revoke this agreement by
9 notifying, in writing, the Department of Human Resources. Upon receipt of such
10 notice, deductions and remittance to the bank or credit union for such assistant shall be
11 discontinued, thereupon the Board shall be fully discharged of any liability hereunder.
12 This agreement shall continue from year to year without renewal by the participant; but,
13 in the event of the revocation of this agreement by a participant, such participant shall
14 sign a new agreement to again participate hereunder. However, renewal of participation
15 may begin only at the beginning of a school year.
16

17 4. Payroll deductions for new participants or assistants renewing participation will
18 begin on the biweekly payroll check following the submission of the 12-month pay plan
19 request form and savings deposit contract, provided that the forms are received at least
20 eight workdays prior to the payroll check date. Under certain circumstances, up to 12
21 workdays may be required to begin the deduction for the 12-month pay plan.
22
23

24 **PART III**

25 **NEGOTIATIONS OF POSITION DESCRIPTIONS**

26
27
28 During the term of this contract, the Board shall retain the right to establish or change
29 position descriptions. Where new position descriptions or changes in existing position
30 descriptions have a major effect on the wages, hours, and conditions of employment of
31 members of the bargaining unit, the impact of said changes dealing with wages, hours, or
32 working conditions shall be negotiated.
33

34 Position descriptions have been developed for the following: general, paraprofessional, lead,
35 hall supervision, lunchroom, breakfast, attendance, library, bilingual- paraprofessional,
36 exceptional education-paraprofessional, Head Start, behavioral intervention assistant
37 (paraprofessional), physical therapy assistant, deaf interpreters, CAI Title 1 assistant, and
38 school safety assistants.
39

1 The position of Native American student resource advisor and Native American cultural
2 awareness coordinator is a paraprofessional position and individuals filling such position
3 currently shall be paid at the paraprofessional rate if they possess 60 college credits or 50
4 college credits and ten inservice course credits.

5
6 It is recognized and agreed that educational assistants are employed to supplement and assist
7 teachers in the performance of their professional duties and other duties which are fairly
8 within the scope of their responsibilities. It is further recognized that an assistant shall not be
9 used to replace or supplant the teacher as the instructional leader.

10 11 12 **PART IV**

13 14 **EVALUATION AND MISCONDUCT**

15 16 **A. EVALUATION**

17 18 **1. GENERAL PROVISIONS**

19
20 a. The name of the employer administrative evaluator(s) shall be made known to
21 the employee in writing within 30 workdays of the commencement of the school
22 year or reassignment. MTEA bargaining unit employees shall not evaluate other
23 bargaining unit employees.

24
25 b. Educational assistants shall be provided with written evaluations on the
26 assistant evaluation form by the administrative evaluator(s). The assistant shall be
27 provided with a copy of the evaluation report and be allowed 48 hours to study the
28 comments and respond to them in writing, if the assistant so desires. Any written
29 response by the assistant shall be made part of the original evaluation and shall
30 remain in the assistant's evaluation file in central services. After the assistant has
31 examined the evaluation, the administrative evaluator(s) shall discuss the
32 evaluation with the assistant. The assistant shall sign the form to indicate that
33 he/she reviewed the evaluation.

34 35 **2. PROBATIONARY EMPLOYEES**

36
37 a. Educational assistants shall attain permanent status as an educational assistant
38 one year from the date of employment unless they are notified by the Department
39 of Human Resources that the probationary period will be extended an additional 95

- 1 days, in which case the Department of Human Resources shall furnish the
2 employee with written reasons for the extension.
3
- 4 b. During the probationary period, a written evaluation shall be made of each
5 educational assistant by the administrative evaluator(s) prior to the end of the
6 probationary period. Additional evaluations may be made at any time.
7
- 8 c. Every opportunity will be given to the employee to correct his/her inefficiency
9 or unsatisfactory performance prior to discharge.
10
- 11 d. If the administrative evaluator(s) is recommending dismissal of a probationary
12 assistant for reasons associated with unsatisfactory performance and/or evaluation,
13 he/she shall notify the assistant of his/her recommendation and reasons in writing
14 with a copy to the MTEA. The notice shall contain a statement of the fact that the
15 employee may be represented by the MTEA, legal counsel, or any person of
16 his/her choosing.
17
- 18 e. Within five workdays, the administrative evaluator(s) shall hold an in-building
19 conference to discuss his/her recommendations and the assistant's response. If the
20 assistant chooses, he/she may be represented by the MTEA, legal counsel, or any
21 person of his/her choosing. If the administrative evaluator(s) maintains his/her
22 recommendation as a result of this conference, the employee shall have the right to
23 appeal the administrative evaluator(s) recommendation to the director of the
24 Department of Human Resources within ten workdays of the MTEA's receipt of
25 such recommendation.
26
- 27 f. A hearing and discussion with the director of the Department of Human
28 Resources or his/her designee shall be held at a mutually convenient time within
29 ten workdays from the director's receipt of the appeal for such hearing and
30 discussion. At this meeting, the educational assistant may again be represented by
31 the MTEA or some other person of his/her choosing.
32
- 33 g. Within five workdays of the hearing, the assistant and the MTEA shall be
34 notified of the director's decision.
35
- 36 h. The superintendent shall, within five workdays, review the decision of the
37 director of the Department of Human Resources and issue his/her decision thereon.
38 Implementation of the decision may take place at this point.
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3. **PERMANENT EMPLOYEES**

a. Educational assistants who successfully complete their probationary period shall be considered permanent employees and shall be discharged only for good and just cause. The evaluation of permanent assistants by the administrative evaluator(s) shall recognize the assistant's strengths and weaknesses and indicate suggestions for further improvement of work skills based on the evaluator's observations. The evaluation of permanent assistants shall take place at least every two years during the second semester of each year and shall be written on the assistant evaluation form.

b. Should the administrative evaluator consider a recommendation for discipline or discharge based on an unsatisfactory evaluation or unsatisfactory performance, he/she shall notify the educational assistant in writing with a copy to the MTEA.

c. Within five workdays, the administrative evaluator(s) shall hold an in-building conference to discuss the evaluation and/or recommendation and the educational assistant's response. If the educational assistant chooses, he/she may be represented by the MTEA, legal counsel, or any person of his/her choosing. If the administrative evaluator(s) maintains his/her recommendation as a result of the conference, the employee shall have the right to appeal the administrative evaluator(s)' recommendation to the director of the Department of Human Resources.

d. A hearing and discussion with the director of the Department of Human Resources or his/her designee shall be held at a mutually convenient time within ten workdays from the director's receipt of the appeal for such hearing and discussion. At this meeting, the assistant may again be represented by the MTEA or some other person of his/her choosing.

e. Within five workdays of the hearing, the educational assistant and the MTEA shall be notified of the director's decision.

f. The superintendent shall, within five workdays, review the decision of the director of the Department of Human Resources and issue his/her decision thereon. Implementation of the decision may take place at this point.

g. The MTEA may, within ten workdays, invoke arbitration as set forth in the fourth step of the grievance procedure. An assistant who elects to proceed to

1 arbitration shall be considered to have waived the right to pursue the matter in the
2 courts, except as provided in Chapter 788, Wisconsin Statutes.
3

4 **B. MISCONDUCT**

5

6 1. Upon receipt of an allegation of misconduct, the administrator shall first call the
7 educational assistant into a conference, at which the educational assistant may be
8 represented by the MTEA or some other person. At the conference, the allegation of
9 misconduct shall be discussed and the educational assistant shall be given the
10 opportunity to respond thereto. Resolution of "day-to-day" problems which do not have
11 a reasonable expectation of becoming serious will not necessitate a written memo. If
12 the matter is not resolved and the administrator recommends discipline or discharge,
13 he/she shall set forth the same in writing within five workdays of the conference
14 specifically stating the reasons for such recommendation with a copy to the MTEA.
15

16 2. Permanent employees shall be disciplined or discharged only for good and just
17 cause.
18

19 3. In cases where MPS is provided with information regarding falsification of
20 employment application, once the educational assistant has been employed, MPS may
21 initiate an allegation of misconduct commencing at the Department of Human
22 Resources within five workdays of the receipt of the information. The MTEA shall be
23 provided with a copy of the letter initiating an allegation of misconduct.
24

25 4. When an administrator(s) is recommending discipline or discharge of an
26 educational assistant in accordance with Part IV, Section B, of the educational assistant
27 contract, the educational assistant or the MTEA shall have ten workdays from the date
28 of the MTEA's receipt of the letter containing such recommendation to request an
29 appeal hearing and discussion with the director of the Department of Human Resources.
30 A hearing and discussion with the director of the Department of Human Resources or
31 his/her designee shall be held at a mutually convenient time within ten workdays from
32 the director's receipt of the appeal for such hearing and discussion. At this meeting, the
33 educational assistant may again be represented by the MTEA or some other person of
34 his/her choosing. Within ten workdays of the hearing, the educational assistant and the
35 MTEA shall be notified of the decision relative to the charges in writing and reasons
36 substantiating such decision.
37

1 5. The superintendent shall, within ten workdays, review the decision of the director
2 of the Department of Human Resources and issue his/her decision thereon.
3 Implementation of the disciplinary measure may take place at this step.

4
5 6. The MTEA may, within ten workdays, invoke arbitration as set forth in the fourth
6 step of the grievance procedure. An educational assistant who elects to proceed to
7 arbitration shall be considered to have waived the right to pursue the matter in the
8 courts, except as provided in Chapter 788, Wisconsin Statutes.

9
10 **C. EMERGENCY SITUATIONS**

11
12 When an allegation of serious misconduct which is related to his/her employment is made,
13 the Board may conduct an administrative inquiry which would include ordering the assistant
14 out of the building or to central services for a period not to exceed three days.

15
16 Authority to order an employee to absent himself/herself from work shall be vested in the
17 superintendent or his/her designee. The MTEA shall be notified previous to the decision. No
18 assistant shall be temporarily suspended prior to the administrative inquiry nor without the
19 opportunity to respond to the charges and have representation of his/her choice as set forth
20 above. No assistant may be suspended unless a delay beyond the period of the
21 administrative inquiry is necessary for one of the following reasons:

- 22
23 1. The delay is requested by the assistant.
24
25 2. The delay is necessitated by criminal proceedings involving the assistant.
26
27 3. Where, after the administrative inquiry, probable cause is found to believe that the
28 assistant may have engaged in serious misconduct.

29
30 In the event the assistant suspended is cleared of the charges, he/she shall be compensated in
31 full for all salary lost during the period of suspension, minus any interim earnings.

32
33 At the conclusion of the administrative inquiry, hearings of the resultant charges, if any, shall
34 be conducted in accordance with the misconduct section above.

35
36 **D. PERSONNEL FILES**

37
38 Educational assistants shall have the right to see all information in the personnel folder
39 relating to their performance during employment in the Milwaukee Public Schools,

1 including all evaluation records. Any recommendation letter of a principal written
2 specifically as a part of the application procedure for a non-unit position shall not be
3 considered as a part of the assistant's evaluation record and normally need not be shown to
4 the assistant.

5
6
7 **PART V**

8
9 **STAFFING PROCEDURES AND EMPLOYMENT PRACTICES**

10
11 The MTEA recognizes the statutory power of the superintendent to appoint, assign, and
12 reassign educational assistants subject to the following conditions:

13
14 **A. REASSIGNMENT PROCEDURES**

15
16 1. Unless adjustments in assistant allocations are made prior to the last day of pupil
17 attendance, in accordance with Part V of the contract, assistants shall remain in their
18 school assignment with the same number of hours they had been working during that
19 school year.

20
21 2. The administration, based on its new or revised allocation of hours, shall determine
22 whether there are any excess assistants in the school building/program. Positions are
23 defined as a set number of hours per week as determined by the administration. The
24 administration shall complete the educational assistant staffing form. This form shall
25 contain the total number of positions available in each school. The administration shall
26 determine the number of hours for each position. They shall also determine if there are
27 any assistants who need to be excessed, reduction in hours per position, or increases in
28 hours per position. The MTEA shall be provided with a copy of all educational
29 assistant staffing forms and revisions throughout the school year.

30
31 3. When a reduction in the number of educational assistants is necessary, the
32 administration shall determine if there are any qualified volunteers from the affected
33 school and/or programs. A qualified volunteer is an employee who is employed in a
34 classification identified for excessing and/or whose position can be filled by an
35 employee who might otherwise be excessed and whose position is equivalent in hours.
36 If there are more qualified volunteers than necessary, the excessing shall be done in
37 order of system-wide seniority. Any volunteers must submit, in writing, a letter to
38 Classified Staffing at least 24 hours prior to commencement of the reassignment
39 procedure indicating that they are voluntarily reducing their hours or excessing

1 themselves. Those letters shall accompany the staffing form(s). The MTEA shall be
2 provided with copies of all employee letters relating to excessing, returning from leave,
3 qualified volunteers, and staffing forms. Paraprofessional assistant(s) who wish to
4 exercise their right to become general assistant(s) must notify Classified Staffing in
5 writing of their decision.
6

7 4. In any reduction of educational assistants by excessing, those within the building
8 with the greatest system-wide seniority shall be retained without a reduction in hours
9 provided they have the necessary qualifications for the work available and there are
10 positions with the appropriate number of hours available. The exception to the above
11 procedure is the 40-hour grandfathered assistant memorandum of understanding dated
12 January 19, 1984.
13

14 5. The reassignment assembly will take place on the two workdays prior to the
15 organization day each school year. Notice will be mailed to affected educational
16 assistants' addresses on file with the payroll department.
17

18 6. Excessed educational assistants whose position and hours have been reinstated by
19 the first student day shall be given the opportunity to return to their previous school
20 assignment.
21

22 7. Prior to a reassignment assembly, the Department of Human Resources shall
23 provide the MTEA with the information concerning available vacancies. The MTEA
24 will be provided with a copy of the approved requests and any revisions thereafter, prior
25 to the staffing each school year.
26

27 8. The reassignment assembly procedure is as follows:
28

29 During a reassignment assembly procedure, excess assistant(s) and assistant(s)
30 returning from leave shall select vacancies on a basis of system-wide seniority and
31 classification provided they have the necessary qualifications for the work
32 available. The list of vacancies shall specify the number of hours per week, the job
33 classification, the anticipated duties of the position, and whether or not a
34 handicapped children's license is necessary. However, nothing contained herein
35 modifies or supersedes the definition of a position as found in Part V, Section A(2).
36

37 9. All vacancies remaining after the reassignment assembly shall be filled in
38 accordance with Part V, Section B, of the contract.
39

1 **B. ASSIGNMENT OF ADDITIONAL HOURS OR VACANT POSITIONS**

2
3 1. Effective with the 2000-2001 school year, wherever additional hours are available,
4 such hours shall be offered to permanent assistants working in the building in order of
5 system-wide seniority provided they are qualified and available to perform the duties of
6 the position.

7
8 2. After a reassignment procedure or wherever vacant positions are available,
9 positions shall be offered to assistants working in the building in order of system-wide
10 seniority provided they are qualified and available to perform the duties of the position.

11
12 3. **PROBATIONARY EMPLOYEE HOURS.** Probationary employees are not
13 entitled to receive additional hours unless the same results from a seniority based
14 intra/inter school transfer into a vacant position carrying a discreet number of hours
15 greater than currently held by the probationary employee.

16
17 4. Notice of additional hours or vacant positions within a school shall be posted in the
18 school office with a copy to the MEAA educational assistant chairperson for a period of
19 two days.

20
21 5. After having completed the procedures in Part V, Section B(1), (2), and (4), the
22 Department of Human Resources shall post position(s) on the bulletin board outside
23 Classified Staffing in accordance with Part V, Section C(1) and (2). The posting shall
24 clearly state the number of hours per week, job classification, and the anticipated duties
25 to be performed. The most senior employee requesting a transfer/assignment to that
26 school shall be assigned, unless the vacancy is at a school that has been approved for
27 interviewing. In that instance, the vacancy will be filled in accordance with
28 Section C(1), paragraphs "f through i." If there are no present employees within the job
29 classification requesting a transfer/assignment to the school, the Department of Human
30 Resources shall then notify the administrator that he/she may recommend the hiring of
31 persons who applied for an educational assistant position.

32
33 **C. TRANSFERS**

34
35 Upon completion of Part V, Sections A and B, the following process will occur:
36

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1. SCHOOLS FILLING VACANCIES BY INTERVIEWS

a. Prior to February 1, the principal/administrator of a non-interviewing school shall meet with the educational assistants currently assigned to the school and/or program and inform them of his/her interest in filling vacancies by interview.

After the administrator has made his/her intentions known, the chairperson shall continue to meet with all educational assistants for a discussion and vote regarding the administration's interest in interviewing potential transferees. If 67 percent or more of the educational assistants vote in favor of allowing the administrator to interview the potential transferees, they may do so. If less than 67 percent of the educational assistants vote in favor of allowing interviews, then all vacancies at that school or program shall be filled in accordance with the procedures in Part V, Section C(2).

The vote to fill vacancies by interview vote shall remain in force and effect from school year to school year unless reversed by way of a subsequent contrary vote of the educational assistant staff at the school. Whenever a subsequent vote is to be taken at an interviewing school, the educational assistant chairperson shall notify the principal of both the date for the vote and the vote result.

b. Thereafter, but no later than March 1, the principal/administrator shall submit a request to interview in writing to the Department of Human Resources with a copy to the MTEA.

c. Prior to March 15, the Department of Human Resources shall provide the MTEA with a list of the schools that wish to interview for the upcoming year along with a copy of the school plan and interview procedures. The list shall be reviewed and approved by the MEAA Council and chairpersons during the month of April. The MTEA will provide the Department of Human Resources with the list of schools approved by the MEAA by April 15. Schools that have not been approved by the MEAA shall not interview educational assistants wishing to transfer.

d. The listing of schools and positions approved for interview shall be posted by May 1. The postings shall contain the following information: the classification, number of hours per week, and a detailed list of the duties of the position.

- 1 e. The notice of these vacancies shall be posted on the bulletin board outside of
2 Classified Staffing for a period of five workdays. General assistants seeking
3 paraprofessional status may apply for paraprofessional vacancies.
4
- 5 f. The Department of Human Resources shall notify the school/administrator of
6 the three most senior employees who applied for the vacancy. If less than three
7 individuals apply for the vacancy, in the case of a paraprofessional vacancy, the list
8 may be supplemented with general assistants seeking paraprofessional status, then
9 the interview committee shall interview those who applied. If only one educational
10 assistant in the classification applies for the vacancy, that individual shall be
11 transferred to the position.
12
- 13 g. Interviews will be conducted by a committee that shall include at least the
14 principal/administrator, a teacher, an educational assistant, and a parent. The MPS
15 administration shall be solely responsible for providing training to all persons
16 involved in the interview process regarding discrimination laws and other statutes
17 and regulations that impact on how interviews must be conducted. The Board
18 agrees that educational assistants serving on school interview committees are
19 acting within the scope of their employment. To the fullest extent permitted by
20 law, the Board agrees to defend and hold harmless the MTEA and its employees
21 from and against any claims or damages up to \$50,000 annually, including legal
22 fees, that arise out of actions or decisions made by the school interview teams or
23 MPS administrators under this section. This defense and hold harmless by the
24 Board is contingent upon the cooperation of the MTEA in the investigation and
25 defense of such claims or damages.
26
- 27 h. If during the interview, the educational assistant changes his/her mind about
28 wanting the transfer, he/she shall notify the interview committee and the
29 Department of Human Resources immediately.
30
- 31 i. Upon completion of the interviews, the principal/administrator with the
32 assistance of the committee shall select the educational assistant whom they desire
33 and shall promptly notify the Department of Human Resources. The Department
34 of Human Resources shall inform the educational assistant and arrange the
35 effective date of the transfer.
36
- 37 j. If there are no present employees within the job classification requesting a
38 transfer/assignment to the school, the Department of Human Resources shall then

- 1 notify the administrator that he/she may recommend the hiring of persons who
2 applied for an educational assistant position.
3
- 4 k. By June 1, educational assistants who have interviewed for transfer shall
5 receive written notice as to whether they have received said transfer.
6
- 7 l. All vacancies created as a result of the above procedures shall be held for the
8 reassignment procedure if one is held.
9
- 10 m. No MPS educational assistant may be laid off as a result of the interview
11 process.
12
- 13 n. Schools approved for interviewing transferees shall use the process
14 Section C(1)(c through i) for vacancies that occur after the reassignment procedure
15 and before March 15 of each school year.
16
- 17 o. A committee consisting of two MPS administrators, a representative from
18 Labor Relations, an MTEA staff representative, and two educational assistants
19 shall be formed to review this process and be prepared to provide its report in time
20 for the start of the 2002-2003 negotiations.
21

22 **2. TRANSFER BY SENIORITY**

- 23
- 24 a. Notices of vacancies received by Classified Staffing shall be posted on the
25 bulletin board outside of the Office of Classified Staffing for a period of five
26 workdays and a copy to the MTEA simultaneously.
27
- 28 b. Educational assistants who have successfully completed their probationary
29 employment period and who desire to transfer to another building shall sign the
30 vacancy notice for each school/program they wish to transfer to.
31
- 32 c. Educational assistants may only transfer voluntarily once during the school
33 year.
34
- 35 d. Employees may withdraw or change their transfer requests at any time
36 provided notice of transfer has not already been sent.
37
- 38 e. Transfers shall be granted in order of system-wide seniority.
39

1 **D. LICENSE**

2
3 Prior to selection of or assignment to a position that requires a Handicapped Children's
4 Assistant License, the assistant shall be notified that such position requires a license. Any
5 assistant who does not have the appropriate license for a regular assignment shall submit the
6 necessary application materials to the Department of Human Resources. Failure to supply
7 the necessary application materials upon notification shall be grounds for termination.

8
9 **E. SENIORITY**

10
11 1. Seniority, unless otherwise described, means any employee's length of continuous
12 service with the Board since his/her last date of hire within the bargaining unit.

13
14 2. The MTEA shall be provided with a data processing printout each September and
15 each February which shall include a master alphabetical listing of all members of the
16 educational assistant bargaining unit indicating the name, address, work location, hourly
17 rate, life-to-date hours, and seniority date of each individual. The printout shall also
18 include a separate section listing each work location which would be arranged in
19 alphabetical order indicating the name, address, hourly rate, and seniority date of each
20 individual.

21
22 3. Employees on authorized leave or layoff shall maintain their original date of hire.

23
24 **F. EMPLOYMENT OF ASSISTANTS IN SUMMER SCHOOL**

25
26 Each year, the Board and the MTEA shall meet on a mutually agreeable date during the first
27 quarter of the calendar year to determine the dates to be used for staffing educational
28 assistants to be employed during summer school.

29
30 1. **ASSIGNMENT.** No summer position in the Milwaukee Public Schools shall be
31 filled by an educational assistant not employed in the Milwaukee Public School system
32 during the regular school year if there are enough qualified applicants for such positions
33 who were employed by the Milwaukee Public Schools.

34
35 2. **APPLICATION.** Educational assistants who desire summer school employment
36 shall make written application for a position to the Department of Human Resources.
37 Such application shall be to particular schools and shall include the following:
38

- 1 a. School and job classification during the regular school year.
- 2
- 3 b. Types of work previously performed.
- 4
- 5 c. Most recent year of summer school employment.
- 6
- 7 d. An assistant may list eight schools in order of preference on his/her
- 8 application or, as an option, an assistant may check the box on the summer school
- 9 application which indicates any school.
- 10
- 11 e. Rejection of an assignment shall void the educational assistant's application
- 12 for the summer and will remove the assistant's name from consideration for that
- 13 summer.
- 14

15 3. **QUALIFICATIONS STATEMENT.** For summer school purposes, the term

16 "qualified" shall mean that the applicant has previously performed the duties or is

17 capable of performing such duties upon assignment.

18

19 4. **PRIORITY OF HIRING.** Selection shall be based on system-wide seniority

20 within each of the following priorities:

21

- 22 a. Applicants with three or more years of seniority who have not worked in any
- 23 of the previous three summers.
- 24
- 25 b. Applicants with two or more years of seniority who have not worked in any of
- 26 the previous two summers.
- 27
- 28 c. All other applicants who did not work the previous summer.
- 29
- 30 d. Applicants who did work the previous summer.
- 31
- 32 e. Late applicants.
- 33

34 5. **NOTICE OF HIRING.** The Department of Human Resources shall make all

35 assignments according to the above priorities. Assistants will be offered assignment the

36 earliest possible date. All applicants who were selected shall notify the Department of

37 Human Resources of their acceptance within ten calendar days after notification.

38 Failure to give such notice within the time limits shall result in the assistant's loss of

1 such summer assignment and shall remove the assistant's name from future
2 consideration for that summer.

3
4 **6. LISTING OF APPLICANTS.** The MTEA shall be provided with copies of
5 application forms and appropriate assignment information by the Department of Human
6 Resources as soon as possible each year.

7
8 **7. SICK LEAVE.** Educational assistants employed during summer school shall be
9 eligible for one day of sick leave which shall become part of their accumulated sick
10 leave if unused during the summer and the normal funeral leave provisions. However,
11 assistants who are absent from their summer school assignment for more than three days
12 without good cause will be considered out of assignment.

13
14 **8. SUMMER EMPLOYMENT.** Educational assistants employed for more than
15 half of the summer school days will have that summer employment count as a summer
16 school worked.

17
18 **G. LAYOFFS**

19
20 1. In any reduction of educational assistants by layoff, those with the greatest
21 system-wide seniority shall be retained without any reduction in hours (except as
22 provided in Part V, Section A) provided they have the necessary qualifications for the
23 work available. Following a layoff, the normal reassignment process would occur, if
24 necessary, under Part V, Section A, based upon the new or revised assistant allocations.
25 The Board shall, in preparing for the layoff, discuss with the MTEA the seniority status
26 of the assistants to be affected. In addition, the Board and MTEA shall discuss whether
27 modifications of the recall procedures listed below should be made; i.e., assembly style
28 recall. This discussion shall take place no later than ten days prior to the notice of
29 layoff to the affected assistants or sooner if the information is available.

30
31 2. Educational assistants who have been identified under Part V, Section C(1), for
32 layoff, shall be notified in writing of the layoff by the Board at least 20 days prior to
33 layoff. This notice shall inform the educational assistants as to the recall procedures
34 that may be used when a recall occurs.

35
36 3. An assistant who has been laid off shall be treated in the same manner as an
37 employee on leave for purposes of Board-paid insurances.

38

- 1 4. An assistant who has been laid off shall retain previously earned seniority, sick
2 leave accumulation, and accumulated hours toward salary advancement.
3
- 4 5. An assistant on layoff shall be recalled to a vacancy in order of system-wide
5 seniority within classification.
6
- 7 6. The Department of Human Resources shall notify an assistant of recall by
8 telephone and/or by a notice sent by mail, return receipt requested, to the assistant's
9 address on the payroll file. Notice by telephone shall be confirmed by mail. The Board
10 shall mail to the MTEA a copy of each assistant's recall notice within one workday of
11 the assistant's notice.
12
- 13 7. An assistant shall have four workdays from the date the recall notice is sent to
14 respond and a maximum of five workdays from the date the recall notice is sent to
15 report to work. If an employee does not respond to a recall notice within the time limits
16 and the employee can demonstrate that he/she did not receive the notice due to no fault
17 of the employee, the employee will retain his/her recall rights.
18
- 19 8. Assistants shall retain recall rights for a period of three calendar years from the
20 date of layoff.
21

22 **H. CLASSROOM SUPERVISION**

23
24 Educational assistants assigned to supervise an entire class due to the full day absence of a
25 teacher shall receive an additional \$5 per hour where the teacher absence extends beyond
26 one day and no substitute is available. Effective with the start of the 2005-2006 school year,
27 each paraprofessional assistant assigned to supervise the class beyond the first day shall be
28 paid an additional \$5 per hour. In no instance shall such assignment exceed three
29 consecutive days. Only paraprofessional assistants shall be assigned classroom supervision
30 duties.
31
32

1
2
3 **PART VI**

4 **A. HEALTH AND DENTAL BENEFITS**

5 This edition of the 2004-2006 educational assistant contract does not contain the
6 language for the health and dental insurance provisions in effect from January 1, 2004,
7 through October 31, 2006.

8
9 Eligible MTEA-represented employees of the Milwaukee Public Schools shall have the
10 right to enroll in the health plan options described in this section.

11
12 1. The Board shall provide medical benefits for educational assistants employed
13 20 hours per week or more who elect to enroll in the health plans offered by the
14 Board in accordance with the following:

15
16 a. **PPO INDEMNITY HEALTH PLAN.** Effective November 1, 2006, the
17 current PPO indemnity health plan shall be modified as indicated herein:

18
19 1) The plan document for the PPO indemnity health plan provides a
20 description of important details of the new plan and is incorporated by
21 reference into this contract and shall be enforceable through the grievance
22 procedure (Part VII) and in accordance with Part VI, Section A(2). Unless
23 required by state law or federal regulations, the Board shall not make any
24 changes in the plan document without the express written agreement of the
25 MTEA. The Board shall notify the MTEA of any changes made in the plan
26 document resulting from changes in state law or federal regulation within
27 30 days of the change.

28
29 2) **SUMMARY DESCRIPTION.** A summary description of some of
30 the more important covered medical services and plan design features of
31 the PPO indemnity health plan are listed below. Where there is a
32 difference between negotiated contract language (contained herein) and
33 language in the plan document, the negotiated contract shall govern.
34 Where the contract is silent, the plan document shall govern.

35
36

Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
Plan Deductible (per calendar year; applies	\$100 individual \$300 family	\$100 individual \$300 family

37
38
39
40

1 before co-insurance
2 is payable)

3
4
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15

*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
3			
4	Annual Co-Insurance Limit	\$200 individual	\$500 individual
5	(excludes deductible and	\$600 family	\$1,500 family
6	co-pays; once family		
7	co-insurance limit is met,		
8	all family members will be		
9	considered to have met their		
10	co-insurance limit for the		
11	remainder of the calendar		
12	year.)		
13			
14	Lifetime Maximum	\$2,382,000*****	\$2,382,000*****
15		per covered	per covered
16		individual in	individual in
17		calendar 2005	calendar 2005
18		(indexed to the	(indexed to the
19		medical CPI adjusted	medical CPI adjusted
20		each January 1	each January 1
21		thereafter)***	thereafter)***
22			
23	Hospital Services		
24	Inpatient coverage	90% after deductible	80% after deductible
25			
26	Outpatient coverage	90% after deductible	80% after deductible
27			
28	Emergency room (for emergency	\$50 co-pay	\$50 co-pay
29	as defined by the third party		
30	administrator [TPA]),		
31	including in-network and		
32	out-of-network physician		
33	services		
34			
35			
36	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical		
37	services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit,		
38	urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health,		
39	outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		
40			
41	***Maximums are a combined limit for in-network and out-of-network.		
42			
43	****Lifetime maximum is a combined limit for benefits paid by any MPS self-funded health plan.		

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Non-emergency use of the	50% after deductible	50% after deductible
5	emergency room		
6			
7	Physician Services		
8	Office visits (non-surgical)	\$10 co-pay	80% after deductible
9	to non-specialists		
10			
11	Routine physicals/immuniza-	\$10 co-pay	80% after deductible
12	tions: well-baby care to	(immunizations at	(immunization at
13	age 2 (up to 10 routine	100% with co-pay	100% with
14	exams annually); children	waived for children,	deductible waived
15	age 2+ to age 7 (2 routine	birth to age 6)	for children, birth
16	exams annually); children		to age 6)
17	age 7+ to adult (1 routine		
18	exam annually); adults		
19	(1 routine exam annually)		
20			
21	Routine ob/gyn exam (1 routine	\$10 co-pay	80% after deductible
22	exam per calendar year, includ-		
23	ing 1 pap smear and related		
24	fees)		
25			
26	Routine mammography	90% after deductible	80% after deductible
27	(1 mammogram per calendar		
28	year for covered females 40		
29	and over)		
30			
31	Specialist (office visits)	90% after deductible	80% after deductible
32			
33	Surgery	90% after deductible	80% after deductible
34			
35	Physician in-hospital services	90% after deductible	80% after deductible
36			
37			
38			
39	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical		
40	services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit,		
41	urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health,		
42	outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2	Allergy testing and treatment	90% after deductible	80% after deductible
3			
4	Allergy injections	90% after deductible	80% after deductible
5			
6	Immunizations and injections	90% after deductible (immunizations at 100% with deductible waived for children, birth to age 6)	80% after deductible (immunizations at 100% with deductible waived for children, birth to age 6)
7			
8			
9			
10			
11			
12			
13			
14			
15	Other physician services	90% after deductible	80% after deductible
16			
17	Maternity (coverage includes voluntary sterilization and voluntary abortion)	90% after deductible	80% after deductible
18			
19			
20			
21	Contraceptives (including injectable contraceptives that are not self-administered and inserted and implanted contra- ceptive devices)	90% after deductible	80% after deductible
22			
23			
24			
25			
26			
27	Infertility Treatment Artificial insemination (6 cycles lifetime maximum). Advanced reproductive technology, including in vitro fertilization, GIFT, ZIFT to lifetime maximum of \$30,000.	90% after deductible	80% after deductible
28			
29			
30			
31			
32			
33			
34			
35	Diagnostic X-Ray & Laboratory (other than physician's office)	90% after deductible	80% after deductible
36			
37			
38			
39			
40			
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42			

*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
19	Durable Medical Equipment	90% after deductible	80% after deductible
20	Prescription Drugs		
21	Retail pharmacies (local and nationwide)	100% after 10% co-pay off discounted charge, for 30-day supply at Medco participating pharmacies	100% after a 20% co-pay for 30-day supply
22	Contraceptives (oral, transdermal, and intravaginal), fertility drugs (oral and injectable), and diabetic supplies included		
23	No mandatory generics		
24	Mail-order pharmacy program (Medco)	100% after \$10 generic and \$20 brand co-pay for a 90-day supply	N/A
25	Mental Health Services		
26	Inpatient coverage	90% after deductible up to 120 days per calendar year***	80% after deductible up to 40 days per calendar year***
27	Outpatient coverage (including all mandated providers)	90% after deductible** up to 120 visits per calendar year***	80% after deductible** up to 30 visits per calendar year***

*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

**Does not apply to co-insurance limit and expenses continue to be subject to co-insurance.

***Maximums are a combined limit for in-network and out-of-network.

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
3			
4	Alcohol/Drug Abuse		
5	Inpatient coverage	90% after deductible up to 120 days per calendar year***	80% after deductible up to 40 days per calendar year***
6			
7			
8			
9	Outpatient coverage	90% after deductible** up to 120 visits per calendar year***	80% after deductible** up to 30 visits per calendar year***
10	(including all mandated		
11	providers)		
12			
13			
14	Ambulance (covers medically necessary transportation only – if ambulance called unneces- sarily, no coverage is provided)	100% (deductible waived)	100% (deductible waived)
15			
16			
17			
18			
19	Short-Term Rehabilitation (acute conditions only)	90% after deductible	80% after deductible
20			
21			
22	Organ Transplants (see National Program for Medical Excellence)	90% after deductible	80% after deductible
23			
24			
25	Physical/Speech/Occupational Therapy (inpatient and out- patient)	90% after deductible	80% after deductible
26			
27			
28			
29	Radiation Therapy (inpatient and outpatient)	90% after deductible	80% after deductible
30			
31			
32	Chemotherapy (inpatient and out- patient)	90% after deductible	80% after deductible
33			
34			

35
36 *Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical
37 services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit,
38 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health,
39 outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

40
41 **Does not apply to co-insurance limit and expenses continue to be subject to co-insurance.

42
43 ***Maximums are a combined limit for in-network and out-of-network.

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Blood/Blood Plasma	90% after deductible	80% after deductible
5			
6	Chiropractic	90% after deductible up to 50 visits per calendar year***	80% after deductible up to 50 visits per calendar year***
7			
8			
9			
10	Oral Surgery (procedures covered by Aetna U.S. Healthcare on October 27, 2000)	90% after deductible	80% after deductible
11			
12			
13			
14	TMJ (surgical and non-surgical diagnosis and treatment)	90% after deductible	80% after deductible
15			
16			
17	Prosthetic/Orthotic Appliances	90% after deductible	80% after deductible
18			
19	Podiatrist Services	90% after deductible	80% after deductible
20			
21	Weight Loss	90% after deductible	80% after deductible
22			
23	Urgent Care/Walk-In Clinic (not considered an emergency)	\$35 co-pay	80% after deductible
24			
25			
26	Skilled Nursing Facility	90% after deductible up to 120 days per calendar year***	80% after deductible up to 120 days per calendar year***
27			
28			
29			
30	Home Health Care	90% after deductible up to 120 visits per calendar year***	80% after deductible up to 120 visits per calendar year***
31			
32			
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37			
38	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical		
39	services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit,		
40	urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health,		
41	outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		
42			
43	***Maximums are a combined limit for in-network and out-of-network.		

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
3			
4	Private Duty Nursing	90% after deductible up to 70 eight-hour shifts per calendar year***	80% after deductible up to 70 eight-hour shifts per calendar year***
8			
9	Hospice Care		
10	Inpatient coverage	90% after deductible up to 45 days***	80% after deductible up to 45 days***
12			
13	Outpatient coverage	90% after deductible up to a maximum benefit of \$10,000***	80% after deductible up to a maximum benefit of \$10,000***
17			
18	National Program for Out-of- Network Discounts	N/A	Included
20			
21	A National Program of Medical	Included	N/A
22	Excellence (Coordinates medical		
23	care with nationally respected		
24	doctors, clinics, and hospitals.		
25	Travel expenses for the member		
26	and a companion are covered –		
27	up to a maximum of \$10,000 per		
28	episode.)		
29			
30	Inpatient Precertification and	Provider initiated	Member initiated
31	Concurrent Review (applies to		(Not required for
32	inpatient hospital, treatment		employees/
33	facility, skilled nursing		dependents enrolled
34	facility, home health care,		in Medicare as
35	hospice care & private duty		primary)
36	nursing care)		
37			
38	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical		
39	services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit,		
40	urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health,		
41	outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		
42			
43	***Maximums are a combined limit for in-network and out-of-network.		

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Penalty to employee for failure to recertify	None	\$300 penalty. Applies per occurrence (Does not apply to employees/ dependents enrolled in Medicare as primary)
5			
6			
7			
8			
9			
10			
11			
12			
13	Claim Submission	Provider initiated.	Member initiated,
14		Two-year filing	member ultimately
15		requirement	responsible. Two-
16			year filing
17			requirement
18			

The following provisions apply both in-network and out-of-network:

19	Private Room Limit	Semi-private. (Private room covered when medically necessary as determined by Aetna; private room covered at semi-private rate when only room available is private.)	
20			
21	Pre-Existing Conditions Rule	Does not apply. Employees/dependents who enroll during the annual September open enrollment period or when they first become eligible under the plan are enrolled without pre-existing condition limitations. See Section A(3). Enrollment at other times is not allowed.	
22			
23			
24			
25	Continuation	Standard COBRA continuation applies.	
26			
27			
28			

*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

Extension of Benefits	Twelve months extension if totally disabled when coverage ceases – extension applies to all covered expenses for the conditions causing such disabilities.
Coordination With Other Benefits Including Medicare	Maintenance of Benefits (MOB) per transaction without a bank applies to dependents of active employees (including employees on leave) and retirees/dependents not Medicare primary. See Section A(1)(a)(10). Coordination of Benefits (COB) 100% without a bank applies when retiree/dependent is Medicare primary. See Section A(1)(a)(10).
Order of Benefit Determination	Standard rules apply (parent birthday, divorced or separated parent, retired or laid off, continuation, cost containment).

1 The in-network and out-of-network deductibles and co-insurance limits cross apply
2 between in-network and out-of-network.
3

4 **3) PLAN DESIGN**

5
6 a) **In-Network.** The PPO indemnity health plan shall be subject to
7 an annual \$100 per individual/\$300 per family deductible, after which
8 all covered medical services and supplies obtained in-network shall be
9 subject to a 10 percent individual-paid co-insurance amount until the
10 annual in-network co-insurance limit of \$200 per individual/\$600 per
11 family is reached. Once the in-network co-insurance limit is reached
12 in a calendar year, all covered medical expenses provided in-network
13 will be paid at 100 percent for the remainder of that calendar year, in
14 accordance with the following:

15
16 Co-insurance limits (excluding outpatient mental health, outpatient
17 alcohol/drug abuse, and non-emergency use of emergency room
18 services) are the maximum amount of out-of-pocket expenses (other
19 than office visit, urgent care, emergency room, and prescription co-
20 pays; deductibles; and penalty payments) that an employee/family will
21 have to pay for in-network medical services in a calendar year.
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Only those out-of-pocket expenses resulting from the applications of the co-insurance percentage (except outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services) may be used to satisfy the calendar year co-insurance limit.

The in-network and out-of-network deductibles and co-insurance limits cross apply between in-network and out-of-network.

b) **Out-of-Network.** The PPO indemnity health plan shall be subject to an annual \$100 per individual/\$300 per family deductible, after which all covered medical services and supplies obtained out-of-network shall be subject to a 20 percent individual-paid co-insurance amount until the annual out-of-network co-insurance limit of \$500 per individual/\$1,500 per family is reached. Once the out-of-network co-insurance limit is reached in a calendar year, all covered medical expenses provided out-of-network will be paid at 100 percent for the remainder of that calendar year in accordance with the following:

Co-insurance limits (excluding outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services) are the maximum amount of out-of-pocket expenses (other than emergency room and prescription co-pays, deductibles, and penalty payments) that an employee/family will have to pay for out-of-network medical services in a calendar year.

Only those out-of-pocket expenses resulting from the applications of the co-insurance percentage (except outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services) may be used to satisfy the calendar year co-insurance limit.

The in-network and out-of-network deductibles and co-insurance limits cross apply between in-network and out-of-network.

c) The plan design description contained in a) In-Network and b) Out-of-Network above applies to active employees and non-Medicare retirees.

1 d) The plan design in b) Out-of-Network above of this section
2 applies to Medicare retirees and includes access to: 1) in-network and
3 out-of-network retail and mail-order prescription drug benefits with
4 co-pays not subject to the annual co-insurance limit and 2) the
5 National Program of Medical Excellence benefit.
6

7 4) **COVERED MEDICAL SERVICES.** The summary description (2
8 above) lists some of the medical services and supplies covered by the PPO
9 indemnity health plan, but is not intended to be an exhaustive list of all
10 services and supplies covered by the plan. The PPO indemnity health plan
11 shall cover all medically necessary services and supplies which are not
12 excluded by the plan, subject to the following:
13

14 a) **Medical Necessity shall mean:** The definition of medical
15 necessity as contained in the negotiating note dated May 3, 2006.
16

17 b) **General Exclusions.** The general exclusions as contained in the
18 negotiating note dated May 3, 2006, and effective November 1, 2006,
19 any medication that is used for the treatment of erectile dysfunction or
20 sexual dysfunction, and all subsequent negotiated amendments.
21

22 c) **Applicable Policies.** All medical services and supplies covered
23 by the PPO indemnity health plan shall be benefited in accordance
24 with the standard policy and coverage decisions of the negotiated
25 TPA.
26

27 d) **The Negotiated Plan Document.**
28

29 5) **SELF-FUNDING.** The PPO indemnity health plan shall be a self-
30 funded health plan of the Milwaukee Board of School Directors. All state
31 of Wisconsin mandated health insurance benefits as promulgated now or in
32 the future by the Wisconsin Commissioner of Insurance which are
33 applicable to a fully insured health insurance plan shall be included in the
34 PPO indemnity health plan even if such mandated benefits apply to health
35 insurance plans generally and exclude self-funded plans. The effective
36 date of any benefit change will be the first date the plan would be required,
37 under present laws or regulations or as such laws or regulations may be
38 enacted in the future, to implement the change had the plan been fully
39 insured.

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6) **THIRD PARTY ADMINISTRATION.** Effective March 1, 2001, the Board's PPO indemnity health plan TPA shall be Aetna, Inc. Effective November 1, 2006, the TPA for the pharmacy network for the PPO indemnity health plan shall be Medco Health Solutions, Inc. (Medco).

a) The MTEA shall be provided with a copy of the administrative services contract between the Board and its TPA(s) as soon as they become available.

b) The TPA(s) shall be solely responsible for establishing, revising, and administering local and national PPO and pharmacy networks.

Effective November 1, 2002, and until at least October 31, 2007, Columbia St. Mary's Inc. and Columbia St. Mary's Community Physicians and their affiliates (hereinafter CSM) shall be included in the Aetna Open Choice PPO network and be available to MTEA-represented employees/dependents on an in-network basis. After CSM is included in the Aetna Open Choice PPO network, this provision shall not be interpreted to prevent CSM or Aetna from terminating their agreement because of material changes occurring after November 1, 2002, by giving proper notice to the other party in accordance with the terms of their contract. Further, this provision shall not be interpreted to require the Board to make CSM available to employees/dependents on an in-network basis following such termination of the CSM/Aetna contract.

c) The Board agrees to provide MTEA staff persons with unrestricted access to any employee/official of the TPA(s) (or its subsidiaries) or any other benefit administrator/vendor for the purpose of representing the interests of MTEA-represented employees/dependents.

d) After notice and discussion with the MTEA of the rationale for the need to rebid, the Board may rebid the TPA for the PPO indemnity health plan. Should the MTEA raise demonstrable and substantive performance deficiencies on the part of the TPA, the Board shall rebid the TPA. The Board shall not rebid or change the TPA(s) for this bargaining unit unless such rebid or change in the TPA is for all

1 MTEA bargaining units. The change to any new TPA(s) shall apply to
2 all MTEA bargaining units and have a uniform effective date. Any
3 new TPA considered in the rebidding process must provide benefits
4 that conform to all provisions of this contract and the negotiated plan
5 document. The Board will provide the MTEA copies of proposed bid
6 specifications for review and analysis for conformance to plan benefits
7 prior to bids being solicited. Upon conclusion of the rebidding
8 process, the Board and the MTEA will meet to negotiate the selection
9 of a new TPA.

10
11 **7) PREFERRED PROVIDER OPTION (PPO) NETWORK**

12
13 a) Effective March 1, 2001, the Aetna Open Choice PPO network
14 shall be available to MTEA-represented employees/dependents locally
15 and nationally.

16
17 b) Participants in the PPO indemnity health plan shall continue to
18 have the option to use any provider, whether in-network or out-of-
19 network. Participants in the PPO indemnity health plan shall be
20 provided with a booklet listing the doctors, hospitals, and other
21 providers which belong to the PPO network. A current booklet shall
22 also be provided to new health plan participants upon enrollment and
23 once per year (during August) to all participants.

24
25 c) Participants in the PPO indemnity health plan shall not be
26 responsible for the precertification requirements when the attending/
27 admitting physician is a member of the PPO network. Participants
28 shall not be penalized if a network physician fails to precertify.

29
30 d) Participants in the PPO indemnity health plan shall not be subject
31 to the claim filing requirements when health care services are obtained
32 from a provider who is a member of the PPO network. Claims for
33 services and supplies from in-network and out-of-network providers
34 must be submitted to the plan administrator within two years from the
35 date of service.

36
37 e) Other than for deductible, co-insurance, and co-payments,
38 participants in the PPO indemnity health plan shall not be responsible
39 for paying a balance bill for covered services from an in-network

1 provider, when the covered services were provided by an in-network
2 provider.

3
4 f) PPO indemnity health plan participants who are eligible for
5 Medicare as their primary coverage are not required nor eligible to
6 participate in the PPO network.

7
8 **8) PHARMACY NETWORK.** The pharmacy management prescription
9 drug program offered by the TPA, containing a Milwaukee and national
10 network of pharmacies, shall be made available to all participants in the
11 PPO indemnity health plan. Prescription medications obtained from
12 pharmacies in the network shall be subject to a 10 percent co-pay off the
13 discounted amount payable to the network pharmacy at the time
14 medications are received. The TPA is solely responsible for establishing,
15 revising, and administering the pharmacy network. Participants in the PPO
16 indemnity health plan shall be provided with a booklet listing the
17 pharmacies which belong to the pharmacy network. The booklet shall also
18 be provided to new health plan participants upon enrollment and
19 periodically to all participants as updates are prepared.

20
21 Effective November 1, 2006, the TPA for the pharmacy network, including
22 the administration of out-of-network pharmacy claims, shall be Medco.

23
24 **Viagra and Similar Medications:**

25
26 a) Effective July 1, 2002, Viagra and similar medications shall be
27 covered only through participating pharmacies of the Aetna pharmacy
28 network in accordance with "Viagra endorsement" language to include
29 all subsequent standard Viagra endorsement changes made by the
30 TPA.

31
32 b) Effective July 1, 2002, Viagra and similar medications shall not
33 be covered through the mail-order pharmacy program.

34
35 c) Effective November 1, 2006, Viagra and similar medications shall
36 no longer be covered by the PPO indemnity health plan.

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Appetite Suppressant Medications:

- a) Effective July 1, 2002, to November 1, 2006, appetite suppressant medications shall be covered only through participating pharmacies of the Aetna pharmacy network in accordance with "Aetna Pharmacy Coverage Policy: Antiobesity Agents" and shall require precertification.
- b) Effective July 1, 2002, appetite suppressant medications shall not be covered through the mail-order pharmacy program.
- c) Effective November 1, 2006, appetite suppressant medications shall be covered only through participating pharmacies of the Medco pharmacy network and shall require precertification.

Growth Hormone Medications:

- a) Effective July 1, 2002, to November 1, 2006, growth hormone medications shall only be covered through participating pharmacies of the Aetna pharmacy network in accordance with "Aetna Coverage Policy: Growth Hormone (GH and GHRH)" and shall require precertification.
- b) Effective July 1, 2002, growth hormone medications shall not be covered through the mail-order pharmacy program.
- c) Effective November 1, 2006, growth hormone medications shall be covered only through participating pharmacies of the Medco pharmacy network and shall require precertification.

9) **MAIL-ORDER PHARMACY PROGRAM.** Effective November 1, 2006, the mail-order prescription medication program offered through Medco shall be offered to MTEA-represented employees enrolled in the PPO indemnity health plan and shall require a \$10 generic and \$20 brand name co-payment by employees/dependents for a 90-day supply of medication per prescription. Medication shipments shall continue to be provided at no cost to employees/dependents.

1 If it is determined by the Board's consultant that a majority of the 75 most
2 utilized prescription medications are more expensive when obtained from
3 the mail-order program than when obtained from the pharmacy
4 management prescription drug program (8 above) and the MTEA's
5 consultant concurs with this finding, the MTEA agrees to reopen
6 negotiations on the mail-order pharmacy program, within ten workdays of
7 such concurrence, to explore and agree upon ways to control costs in this
8 program.

9
10 Dispute Resolution Procedure:

11
12 a) Disputes between the Board's consultant and the MTEA's
13 consultant as to whether the identified prescription medications are
14 more expensive in the mail-order program shall, within ten workdays
15 after such dispute becomes known, be submitted to an arbitrator
16 selected by the parties. If the arbitrator agrees with the Board's
17 position, then within ten workdays after the decision, the parties shall
18 commence negotiations and attempt to reach agreement on mail-order
19 program modifications.

20
21 b) If the parties are unable to reach agreement within 20 workdays
22 after commencement of negotiations, the arbitrator shall be scheduled
23 to conduct a hearing within 30 days. The arbitrator shall select either
24 the Board's offer or the MTEA's offer based upon its reasonableness.

25
26 **10) COORDINATION OF BENEFITS (COB).** COB, as it applies to
27 dependents of active employees (including employees on leave) and
28 retirees/dependents not Medicare primary enrolled in the PPO indemnity
29 health plan, shall be administered in accordance with Maintenance of
30 Benefits (MOB) per transaction without a bank. The parties agree that
31 inclusion of this provision is a specifically negotiated limited exception to
32 Part VI, Section A(1)(a)(5), of the contract.

33
34 COB, as it applies to retirees/dependents who are covered by Medicare as
35 primary and enrolled in the PPO indemnity health plan, shall be
36 administered in accordance with COB 100 percent without a bank. In
37 implementing this provision, the Medicare primary retiree/dependent shall
38 be covered under the PPO indemnity health plan with access to any
39 provider and with medical benefits provided on an out-of-network basis

1 subject to the following modifications: 1) access to in-network and out-of-
2 network retail and mail-order pharmacy services with co-pays not subject
3 to the annual co-insurance limit and 2) the National Program of Medical
4 Excellence benefit shall be included.
5

6 **11) UTILIZATION MANAGEMENT.** The following utilization
7 management provisions shall apply to administration of the PPO indemnity
8 health plan. Only those utilization management procedures described in
9 this contract shall apply to administration of the plan.
10

11 a) **Precertification and Concurrent Review.** All non-emergency
12 inpatient admissions (in-network and out-of-network) to a hospital,
13 skilled nursing facility, or other treatment facility and services for
14 home health care, hospice care, and private duty nursing care must be
15 precertified and are subject to concurrent review by the TPA. The
16 provider (usually the admitting/attending physician) is responsible for
17 initiating precertification when the employee/ dependent uses in-
18 network providers. If the employee/dependent uses out-of-network
19 providers, the employee/dependent must telephone the TPA (phone
20 number on the identification card) in advance of the admission and
21 provide the name and address of the treating physician and the name
22 of the facility of admission.
23

24 In the event of an emergency admission, an in-network
25 provider/facility is responsible for initiating concurrent review.
26 However, when using an out-of-network provider/facility, the
27 employee/dependent must contact the TPA within 48 hours of an
28 emergency admission (extended to 72 hours if confinement begins on
29 a Friday or Saturday) to initiate concurrent review. If the
30 employee/dependent using an out-of-network provider/facility fails to
31 comply with these requirements, a penalty of \$300 per occurrence
32 shall apply.
33

34 Employees/dependents who are enrolled in Medicare are not required
35 to initiate precertification and are not subject to a penalty.
36

37 b) Any and all utilization management procedures used by the TPA
38 with network providers under standard administration of its PPO
39 indemnity health plan (in effect March 1, 2001) may be utilized to

1 administer the PPO indemnity health plan. The Board agrees to
2 negotiate a provision in its administrative services contract with its
3 TPA which requires the TPA to inform the Board and the MTEA of
4 any changes in its standard utilization management procedures and
5 which prohibits the TPA from making any changes which change
6 benefits without approval of the Board.
7

8 The Board further agrees not to make, nor to agree with the TPA to
9 make, any changes in standard utilization management procedures
10 which change benefits without the express written agreement of the
11 MTEA.
12

13 **12) USUAL, CUSTOMARY, AND REASONABLE (UCR)**
14 **ALLOWANCE.** The plan administrator shall process out-of-network
15 claims at a UCR rate of the eighty-fifth percentile HIAA (INGENIX). A
16 UCR cutback of less than \$10 shall be waived.
17

18 **13) UCR HOLD HARMLESS.** The following hold harmless procedure
19 pertaining to UCR cutbacks from out-of-network providers shall apply. If
20 an employee/dependent notifies the TPA that a medical provider continues
21 to bill the employee/dependent for the balance of a bill that exceeded the
22 UCR level, the TPA shall, within ten workdays, attempt to reach a
23 resolution directly with the medical provider. If the employee/dependent
24 receives a notice from a collection agency or law firm, the TPA shall
25 contact the agency or law firm to protect the employee/dependent's credit
26 record. If the employee/dependent receives a subpoena, the Milwaukee
27 Board of School Directors shall provide legal representation paid for by the
28 TPA. The TPA shall provide expert witness testimony. If the
29 employee/dependent does not prevail in court, the plan shall pay court
30 costs, collection fees, and the amount over the usual and customary
31 allowance.
32

33 No agreement (or standard form) signed by or on behalf of an
34 employee/dependent with a provider shall waive the employee/ dependent's
35 rights to the UCR hold harmless provision. However, payment by the
36 employee/dependent of all or any portion of the UCR cutback amount will
37 waive the employee/dependent's rights to the UCR hold harmless provision
38 for the amounts paid. Cooperation of the employee/dependent with the
39 TPA and the Board's legal counsel, including prompt notice of the dispute

1 to the TPA or the Board, is required for the employee/dependent to be
2 eligible for the benefits of this provision.

3
4 Effective for claims incurred on or after March 1, 2001, if an
5 employee/dependent discovers that despite the safeguards negotiated
6 above, a medical provider has entered information about a disputed UCR
7 amount in the employee/dependent's credit report, the Board shall
8 reimburse the MTEA for legal representation provided by the MTEA to
9 contest the validity of the medical provider's information and to have the
10 information removed from the employee/dependent's credit report. In the
11 event that a UCR dispute is settled or the dispute goes to court and the
12 medical provider's claim is dismissed or the plan is ordered to pay the
13 disputed amount, the Board shall reimburse the MTEA for legal
14 representation provided by the MTEA to have any related information
15 removed from the employee/dependent's credit report. Board
16 reimbursement for this purpose when combined with the costs of legal
17 representation provided in 14 below shall not exceed \$150,000 per fiscal
18 year commencing July 1, 2002. Reimbursement by the Board shall cover
19 the agreed upon legal services contained in negotiating notes A and B
20 dated June 7, 2006.

21
22 Effective November 1, 2006, the UCR hold harmless provision is
23 eliminated.

24
25 **14) MEDICAL NECESSITY HOLD HARMLESS.** Medical necessity
26 hold harmless procedures shall be maintained for out-of-network providers.
27 This procedure shall include legal representation provided by the Board's
28 legal counsel at no cost to the employee/dependent. The TPA shall provide
29 expert witness testimony. If the employee/dependent does not prevail in
30 court, the plan shall pay court costs, collection fees, and the amount
31 determined by the TPA not to be medically necessary.

32
33 No agreement (or standard form) signed by or on behalf of an
34 employee/dependent with a provider shall waive the employee/ dependent's
35 rights to the medical necessity hold harmless provision. However, payment
36 by or on behalf of the employee/dependent of all or any portion of the
37 medical charges denied due to lack of medical necessity will waive the
38 employee/dependent's rights to the medical necessity hold harmless
39 provision for the charges paid. Full cooperation of the

1 employee/dependent with the TPA and the Board's legal counsel, including
2 prompt notice of the dispute to the TPA or to the Board and signing a
3 cooperation agreement, are required for the employee/dependent to be
4 eligible for the benefits of this provision.

5
6 Effective for claims incurred on or after March 1, 2001, if an
7 employee/dependent discovers that despite the safeguards negotiated
8 above, a medical provider has entered information about charges related to
9 a medical necessity dispute in the employee/dependent's credit report, the
10 Board shall reimburse the MTEA for legal representation provided by the
11 MTEA to contest the validity of the medical provider's information and to
12 have the information removed from the employee/dependent's credit report.

13 In the event that a claim involving a medical necessity dispute is settled or
14 the dispute goes to court and the medical provider's claim is dismissed or
15 the plan is ordered to pay the disputed amount, the Board shall reimburse
16 the MTEA for legal representation provided by the MTEA to have any
17 related information removed from the employee/ dependent's credit report.

18 Board reimbursement for this purpose when combined with the costs of
19 legal representation provided in 13 above shall not exceed \$150,000 per
20 fiscal year commencing July 1, 2002. Reimbursement by the Board shall
21 cover the agreed upon legal services contained in negotiating notes A and
22 B dated June 7, 2006.

23
24 Effective November 1, 2006, the medical necessity hold harmless provision
25 is eliminated.

26
27 **15) MEDICARE DIRECT.** As plan participants become eligible for
28 Medicare, they shall be enrolled in the Medicare direct program to coincide
29 with the effective date of their enrollment in Medicare.

30
31 **16) CONVERSION POLICY.** The Board shall make available the
32 TPA's standard conversion policy to eligible employees/dependents. A
33 copy of the conversion policy and associated rates shall be provided to the
34 MTEA.

35
36 **17) RAPS AND OTHER PROVIDER COVERAGE.** When out-of-
37 network radiology, anesthesiology, and pathology (RAPS) services are
38 provided at an in-network facility (hospital or outpatient surgical facility),
39 claims from these out-of-network providers shall be benefited after the

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deductible at 90 percent of the negotiated UCR allowance in accordance with Part VI, Section A(1)(a)(12).

When an employee/dependent receives medical services at an in-network facility (hospital or outpatient surgical facility) and the admitting or attending physician is an in-network physician and it is medically necessary to use the services of a consulting, assisting, or other physician and out-of-network physicians are used, claims from these out-of-network physicians shall be benefited after the deductible at 90 percent of the negotiated UCR allowance in accordance with Part VI, Section A(1)(a)(12). The provisions of this paragraph shall not apply if it is determined that the out-of-network physician was selected at the request or direction of the employee/dependent. The TPA shall process claims in accordance with the provisions of this paragraph. Benefits paid under this paragraph shall be capped at \$100,000 per fiscal year for 2002-2003, 2003-2004, and 2004-2005. Commencing July 1, 2005, and until June 30, 2008, the MPS administration shall manually benefit claims in accordance with the provisions of this paragraph as claims are presented by employees/dependents or union representatives. Benefits paid under this paragraph shall be capped at up to \$50,000 per fiscal year for 2005-2006 (\$20,000 plus up to an additional \$30,000 of carry-over from unexpended funds from the 2004-2005 fiscal year). Benefits paid under this paragraph shall be capped at \$20,000 per fiscal year for 2006-2007 and 2007-2008. The provisions of this paragraph shall sunset on June 30, 2008. As soon as practicable after July 22, 2002, representatives of the MPS administration, the TPA, and the MPS unions shall meet with representatives of provider networks to attempt to ensure that when employees/dependents use network hospitals and network admitting or attending physicians, that out-of-network consulting, assisting, and other physicians are not used unless specifically requested by employees/ dependents.

In addition, the standard policies of the TPA shall apply to RAPS and other provider claims, as appropriate, when not specifically addressed above.

When an in-network physician provides office-based medical services, but uses out-of-network diagnostic or other provider services, the following shall apply:

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a) If notified of such a circumstance by the employee/dependent, the employer, or the MTEA or the TPA shall contact the network physician and remind him/her of the contractual obligation to use network providers.

b) Where deemed appropriate and to the overall benefit of creating a seamless provider network, the TPA shall initiate steps to bring the out-of-network provider into the network.

c) The TPA, the Board, and the MTEA shall use whatever means and take whatever steps are necessary to persuade the network physician and out-of-network provider to write off any deductible and co-insurance charge accruing to the employee/dependent.

18) DEPENDENT DAUGHTERS COVERED. Dependent daughters of employees shall be covered for all prenatal and maternity benefits provided by the plan. (See Section A[5][b][4]), dependent eligibility for coverage for grandchildren.)

b. HEALTH MAINTENANCE ORGANIZATION (HMO)/EXCLUSIVE PROVIDER ORGANIZATION (EPO) OPTIONS. As a voluntary option to the PPO indemnity health plan, employees may enroll in HMO coverage offered by CompCareBlue and UnitedHealthcare. Family Health Plan (FHP) shall not be available to MTEA-represented employees after March 1, 2001. Employees enrolled in FHP on November 1, 2000, will be required to select a new health plan during the 2000-2001 school year open enrollment period. CompCareBlue shall not be available to MTEA-represented employees effective November 1, 2002. Employees enrolled in CompCareBlue on September 1, 2002, will be required to select a new health plan during the September, 2002, open enrollment period. Any employee/dependent enrolled in CompCareBlue on September 1, 2002, who does not select a new health plan during the September open enrollment, shall be enrolled in UnitedHealthcare.

1) The group master contracts which provide a detailed description of the benefits of the CompCareBlue and UnitedHealthcare HMO plans agreed upon by the parties to be in effect on and after March 1, 2001, are incorporated by reference into this contract and shall be enforceable through the grievance procedure (Part VII) and in accordance with Part VI, Section A(2). Employees who enroll in one of the HMO plans shall be

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provided with a detailed description of their plan by the HMO. The MTEA shall be provided with a copy of each group master contract after they are executed.

The HMO plans offered to employees/retirees and dependents effective March 1, 2001, shall contain the following features:

a) Each plan shall provide a standard high option level of benefits as modified by the parties (as indicated in the benefit summary dated October 19, 2000). Effective November 1, 2006, Choice EPO benefits shall be provided as noted in benefit highlights summary dated September 29, 2004. Effective November 1, 2006, Viagra and similar medications shall not be covered under the Choice EPO plan (retail and mail-order).

b) The retail prescription medication co-pay shall be 10 percent from a participating pharmacy for a 30-day supply.

c) Effective November 1, 2006, the mail-order prescription medication program offered through the Choice EPO third party administrator shall be offered to MTEA-represented employees enrolled in the Choice EPO plan and shall require a \$10 generic and \$20 brand name co-payment by employees/dependents for a 90-day supply of medication per prescription. Medication shipments shall continue to be provided at no cost to employees/dependents.

d) The mental health and alcohol/drug abuse benefits shall be provided at the state-mandated level as standardly provided by the HMO plans. Effective November 1, 2006, mental health and alcohol/drug abuse benefits shall be provided as follows:

Mental Health	
Inpatient coverage	90% up to 45 days per calendar year
Outpatient coverage	90% up to 45 visits per calendar year
Alcohol/Drug Abuse	
Inpatient coverage	90% up to 45 days per calendar year
Outpatient coverage	90% up to 45 visits per calendar year

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Outpatient services do not apply to annual co-insurance limits and covered expenses for outpatient services will continue to be subject to co-insurance.

e) Effective November 1, 2006, once the annual (calendar year) co-insurance limit has been reached, all medical services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room service; and penalty payments).

2) The number and identity of EPO/HMO's shall be the same for all bargaining units represented by the MTEA. If the parties agree in the future to offer more than one EPO/HMO, the following procedures shall apply uniformly to all MTEA-represented units. The MTEA and the Board will meet annually to agree upon which HMO's will be offered to bargaining unit employees. Only HMO's which offer experience, industry rating, class rating, or demographic rating will be considered. The rate selected will be the one most cost efficient.

3) Should the Board elect, commencing July 1, 2003, or on a subsequent July 1, UnitedHealthcare HMO shall be a self-funded health plan of the Milwaukee Board of School Directors. All state of Wisconsin mandated health insurance benefits as promulgated now or in the future by the Wisconsin Commissioner of Insurance which are applicable to a fully insured health insurance plan shall be included in the UnitedHealthcare HMO plan even if such mandated benefits apply to health insurance plans generally and exclude self-funded plans. The effective date of any benefit change will be the first date that the plan would be required, under present laws or regulations or as such laws or regulations may be enacted in the future, to implement the change had the plan been fully insured.

Effective November 1, 2006, the self-funded EPO health plan shall be converted to the Choice EPO (UnitedHealthcare). The Choice EPO health plan allows participants the freedom to see any physician or other health care professional from the network, including specialists, without a referral. With this plan, participants will receive benefits as specified in

1 the summary plan description (SPD) when participants seek care from a
2 network physician, facility, or other health care professional.
3

4 **2. DISPUTE RESOLUTION.** Individuals, who believe they have been
5 improperly denied benefits under the provisions of the PPO indemnity health plan or
6 an HMO/EPO plan, shall first utilize and exhaust the appeal procedures available
7 under their health plan.
8

9 If a claim denial is upheld in the plan appeal process, the individual may then file a
10 grievance under the provisions of the contract except that where the denial is based
11 on the proper application of medical necessity criteria and/or general plan
12 exclusions, it shall not proceed to arbitration.
13

14 The MTEA may file a grievance over any matter involving a claim denial or any
15 other matter involving a violation of the contract including:
16

- 17 a. Matters impacting a group of bargaining unit members.
- 18
- 19 b. Matters having a substantial impact on benefits provided under the plan.
20

21 **3. SEPTEMBER OPEN ENROLLMENT.** During September of each year,
22 there shall be an annual open enrollment period in accordance with the long standing
23 past practice of the district with plan coverage effective November 1. The open
24 enrollment period allows active employees to enter a health plan, add dependents, or
25 change health plans without pre-existing condition limitations. The open enrollment
26 period also allows retirees/surviving spouses to change health plans and retirees to
27 add dependent children without pre-existing condition limitations.
28

29 **4. PREMIUM PAYMENT**
30

31 a. Except as provided in 4(b) below, the Milwaukee Board of School
32 Directors shall pay the full premium cost (single or family), including vision,
33 for eligible employee participation in the PPO indemnity health plan or 100
34 percent of the premium for the HMO/EPO plan, whichever the employee
35 chooses. Employees on unpaid leave, self-paid retirement, and COBRA
36 extension shall pay the full premium (after tax) as determined by the district.
37

38 b. Effective November 1, 2006, if the PPO indemnity health plan premium
39 rate increase for either the active single or active family plan is more than 17

1 percent above the previous fiscal year, the share paid by active employees
2 enrolled in the PPO indemnity health plan will become 2.5 percent of the
3 premium commencing November 1 of that fiscal year.
4

5 **5. DEPENDENT ELIGIBILITY.** Dependent coverage shall be provided to
6 employee spouses/dependents under the PPO indemnity health plan or the optional
7 HMO/EPO plan in accordance with the following:
8

9 a. Spouse – person to whom the subscriber is legally married.
10

11 b. Dependent Child – includes the following:
12

13 1) Natural or adopted child of the subscriber.
14

15 2) Stepchild – natural or adopted child of the subscriber's spouse for
16 whom the subscriber and/or spouse provides more than 50 percent of the
17 child's support during a calendar year.
18

19 3) Legal Ward – child for whom the subscriber or current spouse is the
20 legal guardian and for whom the subscriber and/or spouse provides more
21 than 50 percent of the child's support during a calendar year.
22

23 4) Grandchild – child of the subscriber's dependent child for whom the
24 subscriber and/or spouse provides more than 50 percent of the grandchild's
25 support during a calendar year when the grandchild's parent is under age
26 18.
27

28 c. Coverage Ceases
29

30 1) Spouse – coverage ends at the end of the month in which the spouse is
31 no longer legally married to the subscriber.
32

33 2) Dependent Child
34

35 a) Marriage – coverage ends at the end of the month in which the
36 child marries.
37

38 b) After the child attains age 19, coverage ends at the end of the
39 month the subscriber and/or spouse last provided more than 50 percent

1 of the child's support. If the child is the natural or adopted child of the
2 subscriber and the subscriber is divorced, the 50 percent support test
3 includes support provided by the subscriber's ex-spouse.
4

5 c) Age 25 – coverage ends at the end of the month in which the child
6 attains age 25, regardless of support, unless prior to attaining age 25,
7 the child is and continues to be both incapable of self-sustaining
8 employment by reason of mental or physical disability and chiefly
9 dependent upon the subscriber and/or subscriber's spouse for support
10 and maintenance, and provided, however, that proof of such incapacity
11 and dependency must be furnished by the subscriber to the employee's
12 health plan, at no expense to the employee's health plan, within 31
13 calendar days of the child's attainment of age 25, and subsequently,
14 when and as often as the employee's health plan may reasonably
15 require, but not more frequently than annually after the two-year
16 period following the child's attainment of age 25.
17

18 d) Grandchild – coverage ends at the end of the month when the
19 grandchild's parent loses dependent status or the grandchild's parent
20 turns age 18 or the subscriber and/or spouse no longer provide more
21 than 50 percent of the grandchild's support.
22

23 e) Loss of Legal Status – coverage ends at the end of the month in
24 which the child no longer meets the definition of stepchild or legal
25 ward. For example, a stepchild's parent is no longer legally married to
26 the subscriber.
27

28 f) Emancipation – coverage ends at the end of the month in which
29 the child is legally emancipated, even if the emancipation occurs prior
30 to the attainment of age 19.
31

32 d. Addition of Dependent
33

34 1) Adding a Dependent – to add a dependent, the MPS Division of
35 Benefits and Insurance Services must be notified within 31 calendar days
36 of the event which allows a new person to be eligible for coverage. If
37 notification is received within 31 calendar days, dependent coverage shall
38 be effective on the date of the qualifying event. Otherwise, the new

1 dependent may be added only during an open enrollment period. Examples
2 of the above would be a marriage or return of a child to dependent status.
3

4 2) Birth or Adoption of a Child – commencing on the date of birth or
5 placement, the child will be covered during the first 60 calendar days under
6 his/her own name. For coverage beyond 60 calendar days, the parent must
7 file a new application with the MPS Division of Benefits and Insurance
8 Services, adding the child, within 60 calendar days of the date of birth or
9 placement. Otherwise, the child may be added only during an open
10 enrollment period.
11

12 6. **SHARED SAVINGS.** Unless otherwise specified, savings from negotiated
13 changes in the comprehensive indemnity/PPO plan and the HMO plans, effective
14 March 1, 2001, and thereafter, shall be shared with employees in accordance with
15 the provisions of this agreement, beginning with savings realized in FY 01/02, and
16 thereafter, in accordance with the following:
17

18 a. The amount of the savings from negotiated plan changes shall be jointly
19 determined by the Board's consultant and the MTEA's consultant. Costs for
20 consultant services shall be paid by each party respectively.
21

22 b. In determining savings for FY 01/02, 02/03, and 03/04, the projected cost
23 estimates for the basic/major medical plan with BC/BS administration, prepared
24 by Milliman and Robertson (M&R) in its report dated October 25, 2000, shall
25 be used to establish a baseline. Estimated and actual savings for each year shall
26 be calculated from these baseline amounts.
27

28 The consultants shall jointly determine the figures for the basic/major medical
29 plan with BC/BS administration plan cost estimates for FY 04/05 and beyond.
30

31 c. The estimated cost savings for the negotiated plan changes for FY 01/02,
32 02/03, and 03/04 shall be those prepared by M&R in its report dated
33 October 25, 2000.
34

35 The Board and MTEA consultants shall jointly determine the estimated cost
36 savings for FY 04/05 and beyond.
37

1 d. The Board shall retain all savings equal to 75 percent of the annual
2 estimated cost savings (as determined in c above) in FY 01/02 and 50 percent of
3 the annual estimated cost savings in FY 02/03 and in subsequent fiscal years.
4

5 e. No later than September 1 following each fiscal year, the consultants shall
6 jointly determine the actual savings obtained from the negotiated health plan
7 changes for the prior fiscal year (July 1 to June 30). If there are actual health
8 plan savings in excess of the amount retained by the Board in a fiscal year, the
9 additional savings up to an amount equal to that retained by the Board shall be
10 distributed equally to all employees (limited to one share per family) enrolled in
11 the comprehensive indemnity/PPO plan and in the HMO plans. Employee
12 shared savings shall be contributed into a 403b Tax Deferred Annuity or into a
13 125 Flexible Spending Account or a 129 Dependent Care Account as elected by
14 each employee on an annual basis.
15

16 Savings beyond these amounts shall accrue to the Milwaukee Board of School
17 Directors and be distributed to all employees (in accordance with Section e
18 above) on an equal basis.
19

20 f. Only employees enrolled in a health plan for eight months or more during a
21 fiscal year shall be eligible for the shared savings contribution for that fiscal
22 year.
23

24 g. Shared savings contributions to a 403b Tax Deferred Annuity shall be
25 made on a 20-paycheck basis during the school year commencing on the first
26 pay date in January following the end of the fiscal year in which the shared
27 savings were earned. Shared savings contributions to a 125 or 129 account
28 shall be made as a lump sum contribution on the first pay date in January
29 following the end of the fiscal year in which the shared savings were earned.
30

31 h. Any disputes arising between the consultants which affect the amount
32 employees receive as shared savings under this provision shall be subject to the
33 grievance procedure commencing at the third step.
34

35 Shared savings language shall sunset effective July 1, 2004.
36

37 7. The Board shall pay its portion of the premium as outlined in Part VI, Section
38 A(4), Premium Payment, single or family coverage of regularly employed personnel.
39 Family coverage shall continue to be provided to single persons who become

1 married or who become parents without any waiting period or pre-existing condition
2 limitations, provided the single person submits a family coverage application form
3 within 31 calendar days of the marriage date, 60 calendar days of the birthdate or
4 adoption date. If application is made in this fashion, the family coverage shall begin
5 on the date of the marriage, birth, or adoption.
6

7 8. Effective November 1, 2006, medical and dental coverage for a new or
8 returning employee begins on the first day of the month following one month of
9 employment, provided the employee applies for coverage within 31 days of hire or
10 return to work.

11
12 Applications received later than 31 days after the first day of employment shall not
13 be accepted, and the employee may become covered by applying during the next
14 open enrollment period.
15

16 An employee who wishes health coverage to become effective on the first day of
17 employment may have such coverage by paying to the Board a sum equivalent to
18 one month's premium, along with an approved application, within 15 days of
19 employment.
20

21 New educational assistants who were MPS employees in another capacity and who
22 were covered by health and/or dental plan on a Board provided basis immediately
23 prior to becoming employed as educational assistants shall have no break in
24 coverage.
25

26 Employees who were employed through the end of their regularly scheduled school
27 year and who return within the first ten paid days of the next school year shall have
28 no break in coverage.
29

30 Effective November 1, 2006, medical and dental coverage for the employee and all
31 dependents ceases on the last day of the month following the month in which the
32 employee becomes ineligible due to non-payment of premiums, termination,
33 retirement, unpaid leave of absence, or reduction in hours. However, for employees
34 who lose eligibility at the end of the school year, medical and dental coverage ceases
35 on August 31 following the loss of eligibility. Nothing in this paragraph is intended
36 to modify the dental eligibility criteria outlined in Part VI, Section A(20)(d).
37

1 An employee on a paid leave of absence will continue to be covered if they make
2 any required employee contributions. An employee on an unpaid leave of absence
3 may continue coverage by paying the full cost of coverage.
4

5 Whenever “paid days” is used in this section, it shall mean regularly scheduled
6 workdays and paid holidays of the particular employee.
7

8 9. Employees shall not be entitled to duplicate coverage under any other group
9 health insurance plan offered by the Board.
10

11 10. Employees shall not receive duplicate coverage under the present policy and
12 under Medicare. Employees entitled to benefits under Medicare shall receive those
13 benefits first, and the Board will provide only supplemental benefits up to the
14 present benefits provided for employees in the contract.
15

16 11. Where both husband and wife, or other members of the family are employed by the
17 Board, the Board shall only pay its portion of the premium for one family coverage or
18 two single plans.
19

20 12. If two educational assistants are employed by the Board and one is the
21 subscriber for family health plan coverage, but due to a leave or resignation or
22 retirement the dependent spouse wishes to become a subscriber, he/she shall be
23 allowed to assume the family coverage without the need for a health statement or
24 being subject to any waiting period.
25

26 13. The Board will provide family or single health plan coverage and pay the full
27 premium for the surviving spouse of an employee who dies in active service with at
28 least 15 years of service until the surviving spouse remarries. After the attainment of
29 age 60, the surviving spouse shall be covered in the same manner as a surviving
30 spouse of an employee who retired that year.
31

32 14. **RETIREE HEALTH.** Upon retirement, employees who are at least 55 years
33 of age and who have been employed for 15 years by the Milwaukee Public Schools
34 shall be allowed to continue in the health plan of their choice on a self-paid basis.
35

36 If the employees described above have 70 percent or more of the maximum
37 allowable full-day accumulation of sick leave, they shall be allowed to continue in
38 the PPO indemnity health plan or the HMO/EPO plan with the Board paying its

1 share of the premium at the rate in existence for the PPO indemnity health plan at the
2 time of retirement.

3

4 Board-paid contribution is the Board contribution in effect at time of retirement for
5 the PPO indemnity health plan.

6

7 Those employees retiring at the end of their regularly scheduled work year shall be
8 allowed to continue in the PPO indemnity health plan or the HMO/EPO plan with
9 the Board paying its share of the full premium at the rate in existence for the PPO
10 indemnity health plan on either June 30 or July 1, whichever is higher, provided
11 such employee has submitted his/her written resignation on or before April 1.

12

13 All half-day balances will be converted into full-day equivalents in making the 70
14 percent determination. In the event of the death of such retired employee, the spouse
15 of such employee, at the time of retirement, shall be allowed to continue in a single
16 plan of his/her choice with the Board paying its share of the full premium at the
17 single rate for the PPO indemnity health plan in existence at the time of the deceased
18 retiree's retirement. If such retired employee did not have the required accumulation
19 of sick leave, at the death of the employee, the spouse shall be allowed to continue in
20 a single health plan of his/her choice on a self-paid basis. Such surviving spouse
21 shall not be eligible for coverage if otherwise covered because he/she remarries or is
22 employed and is covered by another group health insurance plan or HMO/EPO.

23

24 Those employees who retire prior to age 65 shall have their health plan premiums
25 paid to the extent that such premiums do not exceed the amount of the Board's
26 portion of the group rate paid for the employee enrolled in the PPO indemnity health
27 plan (as applicable) at the time of retirement. When the retiree attains age 65, he/she
28 shall receive the Medicare Carveout Plan with the premium paid by the Board and
29 the Medicare "B" premium paid to the employee by the Board, provided that such
30 total payment shall not exceed the total amount paid for the Board's portion of the
31 premium for group coverage for the PPO indemnity health plan (as applicable) at the
32 time of retirement.

33

34 Those employees who retire after the attainment of age 65 shall have their health
35 plan premium paid and Medicare "B" paid to the employee by the Board to the
36 extent that such payment does not exceed the amount of the Board's portion of the
37 group rate for the PPO indemnity health plan (as applicable) at the time of such
38 retirement.

39

1 In unusual circumstances, adjustments to the 70 percent requirement may be
2 recommended by the superintendent.

3
4 Retired employees/spouses who elected not to enroll in social security and who,
5 therefore, are not eligible for Medicare "A" coverage shall be provided with
6 hospitalization coverage and Medicare "B" coordination coverage under the PPO
7 indemnity health plan (as applicable) with access to any provider and with medical
8 benefits provided on an out-of-network basis, subject to the following modifications:
9 1) access to the National Program of Medical Excellence benefit and 2) access to in-
10 network and out-of-network retail and mail-order prescription drug benefits with co-
11 pays not subject to the annual co-insurance limit.

12
13 15. Retirees/dependents not Medicare primary who enroll in the PPO indemnity
14 health plan (as applicable) and whose permanent residence is located in a service
15 area of any of the national PPO networks offered by the TPA shall have access to in-
16 network and out-of-network providers and benefits on the same basis as active
17 employees. Effective November 1, 2006, this paragraph is eliminated.

18
19 Retirees/dependents not Medicare primary who enroll in the PPO indemnity health plan
20 and whose permanent residence is not located in a service area of any of the national
21 PPO networks shall be covered under the PPO indemnity health plan with access to any
22 provider and with medical benefits provided on an out-of-network basis subject to the
23 following modifications: 1) a calendar year deductible of \$100 individual/\$300 family
24 and a calendar year co-insurance limit of \$250 individual/\$500 family (a combined total
25 of \$350 per individual or \$800 per family per calendar year); 2) access to in-network
26 and out-of-network retail and mail-order pharmacy services with co-pays not subject to
27 the annual co-insurance limit; 3) non-emergency use of emergency room services and
28 penalty amounts not be subject to the annual co-insurance limit; 4) both inpatient and
29 outpatient mental health and alcohol/drug abuse services provided at up to 120
30 days/visits per calendar year; 5) the annual co-insurance limit shall apply to all covered
31 medical services and supplies, including inpatient and outpatient mental health and
32 alcohol/drug abuse services; and 6) the National Program of Medical Excellence benefit
33 shall be included. This group of retirees/dependents may elect to enroll in the active
34 employee group with access to in-network and out-of-network providers and benefits on
35 the same basis as active employees. Such election may be made only during the annual
36 September open enrollment with new coverage effective November 1. Effective
37 November 1, 2006, this paragraph is eliminated.

38

1 16. In the event an employee retires on duty-incurred disability pension, the Board
2 will continue to pay his/her group health plan coverage for a period of five years
3 after his/her worker's compensation settlement; thereafter, such retired employee
4 shall be allowed to continue in the health plan group on a self-paid basis. The
5 definition of duty-incurred disability shall be that applied to classified employees.
6

7 17. Any employee, who elects not to enroll in or to drop the PPO indemnity health
8 or EPO plan or any negotiated HMO plan by virtue of being covered by another
9 employer's health plan, shall receive a payment of \$500 per year prorated on a ten-
10 month basis. If the employee's coverage under the other employer's health plan is
11 canceled, or there is an increase in the amount of premium which must be paid by
12 the employee or his/her spouse under the other health plan, or there is a reduction in
13 the level of benefits provided by the other health plan, the employee may enroll in
14 the PPO indemnity health or EPO plan or any negotiated HMO plan, single or family
15 as appropriate, on an open enrollment basis, provided an application for health
16 coverage is received by the Division of Benefits and Insurance Services within 31
17 calendar days after such event occurs. Such coverage shall be retroactive to the date
18 such event occurred. Voluntary cancellation of coverage by the other employer's
19 subscriber while continuing to be actively employed by that employer does not
20 constitute cancellation of other insurance. These employees shall retain the right to
21 re-enroll in the PPO indemnity health or EPO plan or any negotiated HMO plan
22 during the annual September open enrollment period. Employees should be aware
23 that in order to be eligible to receive MPS health coverage during retirement, in
24 accordance with paragraph 14 above, they must be enrolled in an MPS health plan at
25 the time of retirement.
26

27 18. If any audit of an insurance carrier requires a covered employee or his/her
28 dependents to execute a waiver of confidentiality to examine individual claims
29 documents for auditing purposes only, such waiver of confidentiality is voluntary.
30 The Board and the MTEA will agree upon those aspects of the audit design which
31 relate to confidentiality. The Board will provide the MTEA with a list of all
32 employees identified to be audited.
33

34 19. **VISION CARE.** The Board shall continue to pay the full premium, single or
35 family as appropriate, for participation in the vision plan described below:
36

37 Participants may only obtain plan benefits from providers, including
38 ophthalmologists, listed in the "Directory of Participating Vision Care Providers."
39

1 The vision plan shall be provided on the same basis to all active employees
 2 (including employees on leave) enrolled in the PPO indemnity health plan and to all
 3 employees (including employees on leave) and retirees enrolled in any of the
 4 HMO/EPO options offered by the Board.

5 The vision plan administrator shall be National Vision Administrators.

Benefits	Frequency	Covered Amount
Exam	Once every 12 months	Paid in full
Frames	Once every 12 months	Effective 3/01/01 - \$35 acquisition cost (approx. \$82 frames at no cost to employee)
Benefits	Frequency	Covered Amount
Standard Lenses (glass or plastic)	One pair every 12 months	Paid in full
Type:		
a. Single focus		
b. Bifocal		
c. Trifocal		
d. Lenticular		
Tints (Solid, any color)		Paid in full
Dispensing (Professional Service)	Once every 12 months	Paid in full
Contact Lenses (in lieu of frames and lenses)	-One pair every 12 months - Disposables up to \$100	\$100

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20. DENTAL INSURANCE

a. All assistants who are eligible for health insurance shall be enrolled in the authorized dental plan of their choice. Educational assistants who can prove

1 that they are already covered by another dental plan shall not be required to
2 enroll in a negotiated MPS dental plan.

3
4 b. Effective January 1, 1991, the Board shall pay up to \$38 per month for the
5 family plan and \$12 toward the single plan of prepaid group dental insurance.
6 The Board and the MTEA shall meet to negotiate the carriers. In subsequent
7 years, if the foregoing amounts do not reflect 93.9 percent of the family
8 premium and 97.4 percent of the single premium, the Board contributions will
9 be adjusted to reflect such percentages in subsequent years. Each year prior to
10 the renewal, the Board and the MTEA shall meet to review the carriers. A
11 change in rate of more than 10 percent shall result in consideration of exclusion
12 of the carriers.

13
14 c. The Board shall provide dental benefits for bargaining unit employees
15 comparable to the following schedule of benefits:

16
17 **SCHEDULE OF DENTAL BENEFITS**

18
19 Maximum per participant per calendar year \$1,500
20
21 Deductible \$25
22
23 Maximum number of deductibles per family per
24 calendar year 3
25
26 Co-Insurance %
27
28 *Diagnostic
29 Diagnostic x-rays 80%
30 Oral examinations 80%
31
32 *Preventive 80%
33
34 Ancillary
35 Anesthesia and injections 80%
36 Emergency palliative treatment and
37 denture repairs/adjustments 80%
38
39 Restorations

1	Direct fillings (regular)	80%
2	Indirect fillings (cast restorations)	80%
3		
4	Oral Surgery	80%
5		
6	Endodontics	80%
7		
8	Periodontics	80%
9		
10	Prosthodontics	50%
11		
12	Orthodontics (separate maximum) to age 19	
13	\$1,500 lifetime maximum per participant	50%
14		

15 *Deductible does not apply to diagnostic or preventive services.

16
17 Employees shall not be entitled to duplicate coverage under this plan.

18
19 d. **Dependent Eligibility.** Dependent coverage shall be provided to employee
20 spouses/dependents under the indemnity and prepaid dental plans in accordance
21 with the following:

22
23 1) Spouse – person to whom the subscriber is legally married under
24 Wisconsin law.

25
26 2) Dependent Child – includes the following:

27
28 a) Natural or adopted child of the subscriber.

29
30 b) Stepchild – natural or adopted child of the subscriber's spouse for
31 whom the subscriber and/or spouse provides more than 50 percent of the
32 child's support during a calendar year.

33
34 c) Legal Ward – child for whom the subscriber or current spouse is the
35 legal guardian and for whom the subscriber and/or spouse provides more
36 than 50 percent of the child's support during a calendar year.

37
38 d) Grandchild – child of the subscriber's dependent child for whom the
39 subscriber and/or spouse provides more than 50 percent of the

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grandchild's support during a calendar year when the grandchild's parent is under age 18.

3) Coverage Ceases

a) Spouse – coverage ends at the end of the month in which the spouse is no longer legally married to the subscriber.

b) Dependent Child

(1) Marriage – coverage ends at the end of the month in which the child marries.

(2) After the child attains age 19, coverage ends at the end of the month in which the subscriber and/or spouse last provided more than 50 percent of the child's support. If the child is the natural or adopted child of the subscriber and the subscriber is divorced, the 50 percent support test includes support provided by the subscriber's ex-spouse.

(3) Age 25 – coverage ends at the end of the month in which the child attains age 25, regardless of support.

(4) Grandchild – coverage ends at the end of the month when the grandchild's parent loses dependent status or the grandchild's parent turns age 18 or the subscriber and/or spouse no longer provide more than 50 percent of the grandchild's support.

(5) Loss of Legal Status – coverage ends at the end of the month in which the child no longer meets the definition of stepchild or legal ward. For example, a stepchild's parent is no longer legally married to the subscriber.

(6) Emancipation – coverage ends at the end of the month in which the child is legally emancipated, even if the emancipation occurs prior to the attainment of age 19.

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4) Addition of Dependent

a) Adding a Dependent – to add a dependent, the MPS Division of Benefits and Insurance Services must be notified within 31 calendar days of the event which allows a new person to be eligible for coverage. If notification is received within 31 calendar days, dependent coverage shall be effective on the date of the qualifying event. Otherwise, the new dependent may be added only during an open enrollment period. Examples of the above would be a marriage or return of a child to dependent status.

b) Birth or Adoption of a Child – commencing on the date of birth or placement, the child will be covered during the first 60 calendar days under his/her own name. For coverage beyond 60 calendar days, the parent must file a new application with the MPS Division of Benefits and Insurance Services, adding the child, within 60 calendar days of the date of birth or placement. Otherwise, the child may be added only during an open enrollment period.

21. HEALTH/VISION AND DENTAL COVERAGE POLICY

a. Whenever "paid days" is used in this section, it shall mean regularly scheduled workdays and paid holidays of the particular employee.

b. New employees and employees re-enrolling in a health/vision plan and dental plan, at work prior to September 16 of a school year, who submit an application during the September open enrollment period, shall be provided health/vision plan and dental plan coverage effective November 1.

c. New employees (including 12-month employees) hired at any time other than at the beginning of the school year and who submit an application on or before the thirty-first day of employment shall be provided health/vision plan and dental plan coverage effective on the first day of the second month following the date of employment. Late applicants (application received after the thirty-first day of employment, but prior to 60 calendar days following employment) shall be provided health/vision plan and dental plan coverage effective on the first day of the third month following the first month of employment. Applications received later than 60 calendar days after the first day of employment shall not be accepted and the employee must apply during

1 the next September open enrollment period in order to receive health/vision
2 plan and dental plan coverage.

3
4 d. All employees on the payroll one-half or more of the paid days in a month
5 (September through June) shall receive health/vision plan and dental plan
6 coverage for the second month following such month (November through
7 August).

8
9 e. An employee on the payroll for one-half or more of the paid days in June
10 and returning to the payroll within the first ten paid days in September shall
11 receive Board-paid health/vision plan and dental plan coverage through
12 September and October.

13
14 f. Effective November 1, 2006, the entirety of Section 21 shall expire.

15
16 22. The MTEA shall be informed in advance of any change in any benefit of any
17 health or dental plan contained in this collective bargaining agreement. In addition, the
18 MTEA shall be provided with a copy of any communication or any directive to a TPA
19 or vendor which changes any benefit of any health or dental plan contained in this
20 collective bargaining agreement. Should an arbitrator determine that this agreement has
21 been violated, the Board shall pay the full cost of arbitrating each dispute, including
22 reasonable attorney's fees incurred in enforcing this provision.

23 24 **B. LIFE INSURANCE**

25
26 Upon application and after one year of employment, the Board shall continue to provide
27 group life insurance for educational assistants working 20 hours per week or more in an
28 amount of coverage equal to annual earnings, excluding overtime pay, to the next even
29 thousand dollars, subject to the following changes:

30
31 1. The Board shall pay in full the premium on the first \$19,000 of coverage and shall
32 pay, in addition, \$3.60 per thousand per year toward the cost of coverage above
33 \$19,000. The employee shall pay the remainder of the premium.

34
35 2. The Board shall continue in effect, as at present, the life insurance provisions for
36 enrolled employees with 30 years of service who take an immediate annuity before age
37 65. In addition, the Board agrees that enrolled employees who take an immediate
38 annuity at age 55 or after, with 15 years or more of service, may retain full life
39 insurance coverage by paying the full premium for such coverage until age 65.

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Educational assistants employed prior to January 1, 1973, shall have all hours worked from date of hire through their last day of employment used to calculate the years of service with the Board.

3. At attainment of age 65 and thereafter, life insurance, as specified below, is provided without cost to enrolled retired employees. On March 1, following the sixty-fifth birthday, life insurance coverage is reduced to 75 percent of original coverage; on March 1, following the sixty-sixth birthday, it is reduced to 50 percent of coverage; and on March 1, following the sixty-seventh birthday and thereafter, coverage is reduced to 25 percent of original and remains at that amount.

4. At attainment of age 65 and thereafter, life insurance, as specified below, is provided without cost to enrolled active employees. On March 1, following the sixty-fifth birthday, life insurance coverage is reduced to 92 percent of coverage in force prior to age 65; on March 1, following the sixty-sixth birthday, it is reduced to 84 percent of coverage in force prior to age 65; on March 1, following the sixty-seventh birthday, it is reduced to 76 percent of coverage in force prior to age 65; on March 1, following the sixty-eighth birthday, it is reduced to 68 percent of coverage in force prior to age 65; on March 1, following the sixty-ninth birthday, it is reduced to 60 percent of coverage in force prior to age 65; and on March 1, following the seventieth birthday and thereafter, coverage is reduced to 25 percent of coverage in force prior to age 65 and remains at that amount.

5. If an active employee who is receiving coverage under paragraph 4 retires, his/her coverage will be reduced to the level provided in paragraph 3 above, on March 1, following the employee's next birthday.

C. DISCIPLINE

The educational assistants in each building shall be informed at the commencement of each school year who is responsible for the general management, instruction, and discipline of the school and who directs and assists educational assistants and sees that the rules of the Board and directions of the superintendent are properly carried out.

1. Educational assistants shall report breaches of discipline within the classroom to the classroom teacher.

- 1 2. Educational assistants not working under the direct supervision of the teacher shall
2 be allowed to report breaches of discipline involving threats to the physical safety of
3 employees to the appropriate administrator verbally or in writing at the direction of the
4 administrator. The administrator shall determine the appropriate action based on the
5 reported facts and shall consider the recommendation of the assistant if any is presented
6 and report the disposition of the matter to the assistant either verbally or in writing.
7
- 8 3. Educational assistants, when expected to perform student supervisory duties, shall
9 receive appropriate administrative support and reinforcement.
10
- 11 4. In schools where there is a danger to the assistants or students, the Board shall
12 provide appropriate additional personnel to help in the building control.
13
- 14 5. No assistant shall be required to subject himself/herself to any clear and imminent
15 danger to his/her safety.
16
- 17 6. Any reasonable and appropriate means, including the use of physical force, may be
18 used by school personnel (a) to prevent a threatened breach of discipline or (b) to stop a
19 continuing breach of discipline. It is expected that physical force will be used only
20 when other means for preventing a breach of discipline or stopping its continuance have
21 been ineffective.

22
23 Corporal punishment may not be used; however, reasonable physical force may be used in
24 self-defense. Self-defense is permissible where an educational assistant finds it necessary to
25 defend himself/herself or a third person where the educational assistant reasonably believes
26 that such action is necessary for the safety of himself/herself or the third person.
27 Self-defense means the use of force as is necessary to protect one's self. It does not mean
28 that any additional force may be used or that force may be used after the individual is no
29 longer in danger.
30

31 **D. PROTECTION OF EDUCATIONAL ASSISTANTS**

32
33 **1. ASSISTANCE IN ASSAULT CASES**

- 34
35 a. Assistants shall report all cases of assault suffered by them in connection with
36 their employment to the principal on forms provided by the Board, which may be
37 obtained at the office in each school. Principals shall transmit a copy of the report
38 to the Office of the Superintendent and to the office of the assistant city attorney
39 assigned to the superintendent's office. Both the superintendent and the city

1 attorney's office shall acknowledge receipt of such report immediately after the
2 report is received.

3
4 The superintendent or his/her designee shall send a copy of the assault form to the
5 MTEA.

6
7 b. The superintendent shall request the city attorney's office in all such cases to
8 inform the assistant immediately of his/her rights under the law and shall provide
9 such information in a printed document to include rules of the Department of
10 Industry, Labor and Job Development.

11
12 c. If an assistant who has been assaulted wishes to file a complaint against the
13 student, the police shall be called immediately by the principal so that the police
14 may properly investigate and find witnesses to the act. If the educational assistant
15 is physically not able to tell the principal whether or not he/she wishes to file a
16 complaint, the principal shall immediately call the police so that an investigation
17 can take place.

18
19 d. The Office of the Superintendent shall request the city attorney's office in all
20 such cases to notify the assistant of its readiness to assist the assistant as follows:

- 21
- 22 1) By obtaining from police and/or from the principal relevant information
23 concerning the assailant.
 - 24 2) By accompanying the assistant in court appearances.
 - 25 3) By acting in other appropriate ways.
- 26
27
28

29 **2. LEGAL COUNSEL**

30
31 a. The Board agrees to provide legal counsel to defend any assistant in a civil
32 action arising out of an alleged assault on or by an assistant, which occurs in
33 connection with his/her employment, or any disciplinary action taken against the
34 student by the assistant where the superintendent finds that the assistant acted in
35 accordance with the disciplinary policy established by the Board.

36
37 b. In the event the city attorney's office is unable to defend the assistant, the
38 Board agrees to provide minimum bar fees to aid in the defense of any assistant in
39 a civil or criminal action arising out of disciplinary action taken by the assistant in

1 connection with his/her employment provided such assistant is found not guilty in
2 criminal action or judgment is rendered against the other party in a civil action, or
3 if the case is dismissed.
4

5 c. If the assistant is ordered to the district attorney's office, a warrant has been
6 requested, or a complaint filed, the assistant shall immediately notify the MTEA
7 and the director, Labor Relations. If the warrant is refused and the Board was
8 unable to furnish legal counsel, the Board will pay minimum bar fees to the
9 assistant for the attorney who defended the assistant.
10

11 3. **INSURANCE**

12

13 a. **LIABILITY.** Liability coverage for assistants shall be continued in the
14 amount of \$5,000,000.
15

16 b. **AUTO VANDALISM.** The Board will provide insurance to cover malicious
17 damage to employees' cars and motorcycles parked at school during school hours
18 or while on school business. The present insurance policy shall be amended to
19 include tape decks. Such policy shall not cover the first \$35 of damage in any one
20 incident.
21

22 c. **PERSONAL PROPERTY**

23

24 1) The Board will reimburse employees against loss or damage incurred
25 without negligence of the assistant to personal property used in the course of
26 employment in buildings operated by the Board arising from theft, fire, or
27 willful damage not to exceed \$150 on any one occurrence. A form is
28 available in each school office on which employees may claim reimbursement
29 under this paragraph.
30

31 2) In the event personal property is stolen and/or damaged under conditions
32 specified in paragraph 1 of this section, during a physical assault, the personal
33 property stolen and/or damaged shall be reimbursed in an amount not to
34 exceed \$300 in any one occurrence.
35

36 3) Disputes under this section shall be processed through the third step of
37 the grievance procedure. If a dispute involving fire or willful damage is not
38 resolved at the third step of the grievance procedure, it may be appealed to
39 arbitration in accordance with Part VII. If a dispute involving theft is not

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

4
5 4. Assistants who are at heightened risk shall be afforded the opportunity, on a
6 voluntary basis, to be reassigned from contact with students known to have a
7 communicable disease which poses a health threat to them.

8
9 **G. SICK LEAVE**

10
11 **1. GENERAL PROVISIONS**

12
13 a. Sick leave with full pay shall be earned and credited at the rate of .067 hour
14 for each hour paid by the Board for regularly scheduled hours. These credits will
15 be earned on a biweekly basis up to a maximum of 100 hours in each sick leave
16 year.

17
18 Sick leave accumulated may be used even though employees may be working less
19 than a 20-hour week.

20
21 The unused balance of sick leave credit shall be accumulated to the employee's
22 credit provided that the balance to the credit of the employee at the end of each pay
23 period shall not exceed 1,160 hours at full pay and accumulative thereafter to an
24 unlimited total of hours at half pay. Accumulations of full-pay and half-pay sick
25 leave benefits shall be kept in separate accounts and shall not be transferable.

26
27 Sick leave shall be credited to the assistant's sick leave accumulation in the pay
28 period following the pay period in which the sick leave is earned. The Board shall
29 continue to provide each assistant with a statement of the individual's accumulated
30 sick leave on the employee's check stub.

31
32 b. Sick leave shall cover necessary absence from duty because of:

33
34 1) The illness or bodily injury of an employee.

35
36 2) A limitation of one day of absence for illness in the immediate family,
37 without a statement from a physician generally being required, but that a
38 statement be required from a doctor giving the nature and seriousness of the
39 illness of the member of the immediate family and declaring the need for the

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employee to be with the ill member of the family if absent for more than one day.

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, wife, child, stepchild, brother, sister, parent or stepparent, wherever they may reside, or other relative living in the same dwelling unit. No more than ten sick days per calendar year shall be utilized for family illness purposes.

c. Leave of three consecutive days shall ordinarily be permitted without requiring the employee to submit a doctor's certificate for his/her own illness provided the appropriate administrator who certifies time sheets for payroll purposes has other satisfactory evidence of bona fide illness as herein above defined. When any employee's leave extends beyond three 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 employee is under Christian Science treatment, shall be furnished to the appropriate administrator and shall be filed with the time sheet. Such certification may be required for shorter terms of sick leave absence, depending on circumstances.

The second form letter which requires a doctor's certification for each absence can only be issued 45 calendar days after the first form letter of warning.

d. Eligibility for sick leave allowance for the beginning employee shall begin on the first day of actual service. The calendar dates for the computation for sick leave benefits shall be established by the Department of Finance.

Any length of time during which an employee is on layoff, suspension, or unpaid leave of absence shall not be recognized as qualifying for sick leave or as adding to a sick leave accumulation.

e. A formal leave of absence shall be required of an educational assistant no later than the thirty-sixth day of absence during a half year or after an employee has exhausted his/her sick leave credit if such accumulation exceeded 35 days. An

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educational assistant shall be considered out of assignment if absent more than 60 days during a semester regardless of sick leave accumulation.

f. After the assistant has been absent for ten consecutive workdays or has exhausted his/her sick leave accumulation, the principal may recommend that the available assistant hours be assigned another assistant or assistants on an interim basis.

g. The interim hours, when assigned to presently employed assistants, would be offered to the qualified assistants in order of seniority, if the assistants are available to perform the job when the hours are available.

2. ABSENCE ON ACCOUNT OF DEATH

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

b. In case the death of a relative, as listed in subsection 2(a) above, occurs when such relative is in the armed services of the United States, those 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 day without loss of pay within the calendar week (any seven consecutive days) 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.

d. Not more than six regularly appointed classified employees may be excused by their principal for a half day without loss of pay to attend the funeral of a fellow employee.

e. Such absence shall be explicitly reported on the time sheet and not deducted from sick leave.

- 1 f. An employee who is absent from work due to a, b, or c above will be required
2 to provide bona fide proof of death and/or attendance at a funeral or memorial
3 service.
4
- 5 3. **MISCELLANEOUS.** A total of not more than two days per year deductible from
6 sick leave may be taken for one of the following reasons:
7
- 8 a. A required attendance at a court proceeding.
9
- 10 b. A required attendance at a legal proceeding for the purchase of a home in
11 which the employee will reside.
12
- 13 c. Absence due to summoning by a governmental agency, such as the Internal
14 Revenue or the draft board.
15
- 16 d. Absence due to legal proceeding involving adoption of a child by the
17 employee.
18
- 19 e. Absence due to the attendance at a funeral of a close friend provided,
20 however, that this time may not be used for the death of a relative or fellow
21 employee.
22
- 23 f. Absence due to travel involved in funeral attendance.
24
- 25 g. Where religious discipline makes it mandatory upon the employee to desist
26 from his/her daily occupation.
27
- 28 h. Absence to attend the graduation of a son or daughter from high school or an
29 institution of higher learning.
30
- 31 i. Absence due to the attendance at the employee's wedding or the wedding of
32 the employee's son or daughter.
33
- 34 j. In addition to the above named reasons, other emergency absences of a
35 reasonable nature may be granted by the superintendent. Upon return to school,
36 the assistant shall acknowledge in writing the reason for the absence; if approved
37 by the superintendent, no deduction in salary will be made. If the superintendent is
38 considering not approving the absence, he/she shall consider, prior to taking
39 appropriate action, the following:

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- 1) The individual request of the assistant.
- 2) Prior record of the assistant.
- 3) Unusual circumstances.
- 4) The fact similar absence requests may or may not be approved in the future.
- 5) Prior disapproval of the request.

Upon return to work, the employee will acknowledge in writing that absence was due to one of the enumerated reasons and shall be required to state the reason by letter. 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 employee returns to service within one year of the date of separation, he/she shall be credited with any unused accumulation of full or half-pay benefits.

All accumulated sick leave benefits earned as a Board employee shall be retained by employees who enter or leave the assistant bargaining unit from or to other Board positions as long as such re-employment by the Board occurs within one calendar year.

5. CONTROL OF SICK LEAVE

a. Leave of three consecutive days shall ordinarily be permitted without requiring the employee to submit a doctor's certificate for his/her own illness provided the appropriate administrator who certifies time sheets for payroll purposes has other satisfactory evidence of bona fide illness. When any employee's leave extends beyond three consecutive days, a statement from a physician, surgeon, dentist, osteopathic surgeon, chiropodist-podiatrist, 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 appropriate administrator and shall be filed with the time sheet. Such certification may be required for shorter terms of sick leave absence, depending on

1 the circumstances, after notice to the employee. The provision as to illness in the
2 immediate family shall be as set forth in Part VI, Section G(1).

3
4 b. The MTEA approves of appropriate action in any case of misuse of sick leave
5 benefits.

6
7 **6. EXCEPTIONS TO SICK LEAVE DEDUCTIONS.** Employees shall not have
8 time deducted from accumulated sick leave for duty connected court, city attorney or
9 district attorney appearances, or when released for functions connected with their
10 employment.

11
12 **7. PROFESSIONAL ASSISTANCE PROCEDURE**

13
14 a. In the event a member of the educational assistant unit demonstrates a history
15 of unsatisfactory school behavior which it is suspected may have been caused by
16 mental or emotional disorders or chemical abuse, the director of the Department of
17 Human Resources shall notify the employee and the MTEA and a conference will
18 be held to determine whether appropriate assistance should be sought.

19
20 b. If the employee is found to be medically disabled by appropriate medical
21 personnel, he/she shall be granted accrued sick leave for necessary treatment.

22
23 c. If it is determined medically that the employee's performance is unrelated to
24 any mental or emotional disorders or chemical abuse, or the educational assistant
25 refuses to participate in any program of appropriate treatment, the administration
26 may proceed in accordance with Part IV, Section B, of the contract. Where the
27 administrator evaluator has evaluated an educational assistant in a timely manner
28 in accordance with Part IV, Section B, of the contract, but has proceeded under
29 Professional Assistance Procedure, the time limits referred to in Part IV, Section B,
30 shall be extended by the amount of time utilized by the procedure.

31
32 **H. LEAVES OF ABSENCE**

33
34 **1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES**

35
36 a. Any employee who in the course of his/her employment sustains a
37 compensable injury or contracts a compensable disease, under the Wisconsin
38 Worker's Compensation Law shall be given the option to accept sick leave benefits
39 as provided in Section G above. This option, which shall be in writing, may be

1 terminated without prejudice to temporary total or temporary partial disability
2 benefits under the Worker's Compensation Act thereafter, but in no case shall sick
3 leave and disability benefits be allowed for the same period.

4
5 Any educational assistant who in the course of employment sustains a
6 compensable injury or contracts a compensable disease under the Wisconsin
7 Worker's Compensation Law shall have a worker's compensation form filled out
8 upon notifying the Board. The Board shall assume the responsibility of getting the
9 needed statements and filing the form, a copy of which shall be sent to the MTEA.

10
11 Educational assistants absent after filing a worker's compensation form where such
12 absence is related to the industrial accident will have "Industrial Accident" written
13 on the time sheet, where the injury or disease is not related to an assault. If assault
14 related, the injury or disease will be noted on the time sheet as "Industrial Accident
15 Due to Assault." If the claim is immediately or subsequently denied by the City of
16 Milwaukee Employee Benefits Administration, a deduction will be made from sick
17 leave for the days missed and the educational assistant and the MTEA shall be so
18 notified in writing. Time limits for filing grievances shall commence on the date of
19 notification of denial of the employee's final appeal.

20
21 b. Any employee who is absent because of an injury or disease compensable
22 under the Wisconsin Worker's Compensation Law and who selected either
23 worker's compensation or sick leave benefits shall be entitled to receive full salary
24 for the first 80 school days of temporary total disability in lieu of compensation
25 under the Wisconsin Worker's Compensation Law or sick leave benefits for said
26 period. Such days of absence, not to exceed 80 days for any individual in any
27 school year, shall not be deducted from the sick leave credit of the employee.

28
29 c. Leaves of absence granted to classified personnel as a result of injury or
30 disease compensable under the Wisconsin Worker's Compensation Law shall
31 involve no change in increment date.

32 33 2. **MATERNITY LEAVE**

34
35 a. In each case of pregnancy, the employee shall have one of the following three
36 options:

37
38 1) **TEMPORARY DISABILITY LEAVE.** Temporary disability leave
39 constitutes the period the employee's doctor certifies she is medically unable

1 to work because of pregnancy or complications arising therefrom. This
2 certification shall be promptly furnished in writing to the Department of
3 Human Resources, Classified Staffing. Temporary disability leave is treated
4 in accordance with sick leave and other related provisions of this contract.
5

6 **2) CHILD REARING LEAVE AFTER TEMPORARY DISABILITY**
7 **LEAVE.** At the conclusion of temporary disability, a leave of absence
8 without pay shall be granted for any one case of pregnancy, if so requested by
9 the employee, on a semester basis for a period not to exceed six full semesters
10 including the period of temporary disability. Upon certifying to the
11 administration the anticipated beginning date of the temporary disability
12 because of pregnancy, the employee shall notify the administration in writing
13 whether she intends to take the child rearing leave beyond the period of
14 temporary disability. The employee may change this designation at any time
15 up to 20 days after the birth of the child or her original designation shall stand.
16

17 **3) COMBINATION PRENATAL, TEMPORARY DISABILITY, AND**
18 **CHILD REARING LEAVE.** In addition to temporary disability leave, an
19 educational assistant, at her option, shall be granted a leave of absence without
20 pay, not to exceed six full semesters, commencing at any time during
21 pregnancy.
22

23 a) At the time the employee requests her prenatal leave, the employee
24 shall notify the administration in writing whether she intends to take the
25 child rearing leave beyond the period of temporary leave. The employee
26 may change this designation at any time up to 20 days after the birth of
27 the child or her original designation shall stand.
28

29 b) In addition to the certification of pregnancy for prenatal leave and
30 notice of child rearing leave, the employee shall promptly furnish in
31 writing to the Department of Human Resources, Classified Staffing, the
32 doctor's statement when he/she certifies her to be medically unable to
33 work because of pregnancy or complications arising therefrom.
34

35 **4) EDUCATIONAL ASSISTANT RE-EMPLOYMENT AFTER**
36 **USING OPTION 2 OR 3 ABOVE.** Educational assistants electing leave
37 under option 2 or 3 above shall be returned to employment subject to
38 reassignment under Part VI, Section H(9) (Curtailment of Leave) or Part VI,
39 Section H(10) (Return After Leave of Absence).

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b. Temporary disability absences of 45 workdays contained within a period of nine consecutive calendar weeks, attested to by the employee's physician, shall not be questioned.

In paid absences of a longer term, the administration may require the employee to be examined by a physician designated by the employer or a physician of the employee's choice. The cost of such examination shall be borne by the Board.

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

d. An employee who adopts a child shall, upon request, be granted a leave without pay not to exceed six full semesters.

e. Upon application, fathers may be granted a leave of absence for child rearing as provided in Part VI, Section H(2)(a)(2), or adoption leave as provided in Part VI, Section H(2)(d).

3. **JURY DUTY.** Employees who are called for jury service shall receive full salary during the period of absence provided that the employee shall remit to the Board or authorize an adjustment equal to the compensation paid to them for such jury service and attach the summons to the payroll time sheet.

4. **LEGISLATIVE LEAVES.** Upon election to full-time political 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.

5. **MILITARY LEAVE.** Military leave of absence and credit therefor shall be granted in accordance with the following:

a. Any employee 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 years, except as

1 involuntarily but honorably extended) as his/her service in said armed forces may
2 be required by the United States Government.

3
4 b. All such leaves of absence shall be applied for and granted in accordance with
5 the rules of the Board applicable to the classified employees and the following
6 procedures.

7
8 c. All such employees granted such leaves shall be deemed to have been in the
9 service of the Board during such military leave, except for pay or salary purposes,
10 and shall be entitled to all automatic salary increments, seniority, sick leave
11 accumulations, and other benefits and privileges, if any, provided in the rules,
12 resolutions, and regulations of the Board that would otherwise have accrued to
13 them during the period of such military leaves. Upon notice of return from
14 military leave, employees shall be furnished with the necessary forms and
15 instructions for applying for reinstatement of insurance benefits. Upon request, the
16 employee will be supplied with a statement of accumulated sick leave including
17 any earned while on military leave.

18
19 d. Employees serving in the probationary period at the time of entry into the
20 military service shall be required, as a condition precedent to obtaining permanent
21 status, to render actual probationary service for the duration of the probationary
22 period.

23
24 e. Any employee on military leave of absence as specified above and within 90
25 days after his/her separation from military service or the termination of
26 hospitalization, if any, shall upon written application, be restored to his/her
27 position and similar assignment in the employment of the Board provided he/she
28 shall furnish proof of discharge or separation from service under honorable
29 conditions and be found by a physician selected by the Board to be in a satisfactory
30 state of health for the performance of his/her duties.

31
32 f. Any employee who shall not within such 90-day period make such application
33 for restoration to his/her position shall not be entitled to be restored thereto.

34
35 g. The Board shall, during such leave of absence, pay to the city retirement
36 system, created and maintained under the provisions of Chapter 396 of the Laws of
37 1936, as amended, any sums that would have been payable during such leaves (not
38 to exceed four years, except as involuntarily but honorably extended by the United
39 States Government).

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

i. 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 years. However, in all other respects, military leave granted under this paragraph shall be treated as an extended leave without entitlement 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.

j. Upon proper notification to the superintendent, employees who, as a part of their National Guard or Reserve military obligation, must attend short-term training encampments of not over 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.

6. **STUDY LEAVE.** Upon recommendation by the superintendent and approval by the Board, permanent assistants who have rendered satisfactory service in the Milwaukee Public Schools may be granted a leave of absence for study purposes involving probable advantage to the system for one year without pay. Upon submitting evidence of satisfactory completion of a minimum of 16 credits during the one year of leave in an approved program, the employee may be granted a second year of study leave without pay under the similar requirements as stated above. Fourteen days prior to the termination of the leave of absence, such assistants shall give notice of their intention to return. Upon return, the assistant shall comply with the curtailment of leave provision of the contract. If such notice is not provided, the Department of Human Resources, Classified Staffing, shall contact the assistant and the assistant shall be given the opportunity to clarify his/her leave status or to submit a resignation.

7. **STUDENT TEACHING LEAVE**

a. On a first-come, first-serve basis, up to 25 permanent educational assistants may be granted a student teaching leave of absence annually for up to one year for the purpose of meeting their student teaching obligation in teacher certification areas previously identified by MPS for tuition reimbursement purposes.

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- b. Such employees shall continue to receive health and dental benefits where already enrolled.
- c. Educational assistant(s) must earn an acceptable grade.
- d. Educational assistants who are granted such leave must return to employment within Milwaukee Public Schools for a minimum of a two-year period and where offered, accept a certificated position. If the employee terminates his/her employment within the two-year period, the employee is required to reimburse MPS the cost of the benefits on a prorated basis.
- e. Such leaves will not be granted for student teaching assignments outside MPS or where the employee has previously received a student teaching leave.

8. OTHER LEAVES

- a. **EXTENDED LEAVES (OVER TEN DAYS).** Any permanent assistant who so requests may be granted an extended leave of absence of a reasonable nature upon recommendation of the superintendent. Requests for extended absence shall be made in writing at least 14 calendar days in advance of the effective date of the leave, except in emergency situations. After the leave and when the director of the Department of Human Resources has received written notice of the assistant's readiness to return, the Department of Human Resources shall reassign the assistant in accordance with provisions of Part V of the contract. The assistant's salary shall begin with the first day of service under reassignment.
- b. **PERSONAL ABSENCE WITHOUT PAY (TEN DAYS OR LESS).** Any assistant who so requests may be granted a personal absence of a reasonable nature by the superintendent without pay. Request for personal absence shall be made in writing at least 14 calendar days in advance of the effective date of the leave, except in emergency situations. If the superintendent is considering not approving the absence, he/she shall consider, prior to taking appropriate action, the following:
 - 1) The individual request of the assistant.
 - 2) The prior record of the assistant.
 - 3) Unusual circumstances.

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4) The fact that similar absence requests may or may not be approved in the future.

5) Prior disapproval of the request.

c. **BRIEF ABSENCE.** Individual absences for brief periods during school hours, when good cause is shown prior to their occurrence, may be excused by the principal. Such cause shall be fully stated upon the time sheet by the principal and, if approved by the superintendent, no deduction in salary shall be made.

d. **LEAVES OF ABSENCE FOR MTEA EMPLOYEES.** Employees of the Board who are hired by MTEA as full-time staff may upon application, at the discretion of the Board, be given a leave of absence without pay each year consistent with Board rules. Upon return from leave, the employee shall receive salary adjustments and creditable service exclusive of service increments. During the leave the employee shall be allowed to continue the health insurance and life insurance benefits by remitting payments to the Board upon notice of the amount due.

e. **MISUSE OF BENEFITS.** The MTEA recognizes that misuse of the leave benefits above may result in appropriate action by the Board in accordance with the provisions of the contract.

9. **CURTAILMENT OF LEAVE.** At the request of the employee and upon presentation of a certificate of satisfactory state of health for the performance of the work from a physician designated and paid for by the employer or a physician of the employee's choice, the Department of Human Resources, Classified Staffing, shall curtail a leave of absence and placement will be made in accordance with Part V of the contract.

10. RETURN AFTER LEAVE OF ABSENCE OR ABSENCE WITHOUT LEAVE

a. If an employee has been off duty because of illness or for some other reason, he/she shall, at least five workdays previous to the day of his/her expected return to work, notify the Department of Human Resources, Classified Staffing, that he/she is returning to duty. Placement will be made in accordance with Part V of the contract.

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b. Upon the expiration of an approved leave of absence and the failure of the educational assistant to return to work or if an educational assistant is absent without leave for three or more consecutive days, the educational assistant will be notified that he/she must contact the Department of Human Resources, Classified Staffing, to explain the reasons for failing to return from said leave of absence or for being absent without leave. A copy of this notice will be sent to the MTEA. An assistant who fails to return from leave or is absent without leave for three consecutive days shall be out of assignment.

c. The explanation of the reasons for failing to return from leave of absence or being absent without leave must be communicated to the Department of Human Resources, Classified Staffing, within ten workdays from the date the letter is mailed. An assistant who provides an acceptable reason for the absence shall be reinstated in accordance with Part V, Section C, to the first available position for which the assistant is qualified.

d. If the educational assistant cannot provide an acceptable reason for failing to return to work or if the educational assistant fails to contact the Department of Human Resources, Classified Staffing, within the ten workdays referred to above, he/she shall be considered as terminated.

11. VIOLATION OF LEAVE OF ABSENCE PROVISIONS. Violations 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.

12. DURATION OF LEAVES. No leave of absence, except for association, maternity, adoption, or study shall continue in force beyond one year. The total time allowed for leaves of absence, except for legislative and study leaves, shall not exceed three years in the aggregate within any seven-year period.

The total time allowed for maternity, adoption, and paternity leaves shall not exceed four years in the aggregate within any seven-year period.

1 **I. OVERTIME**

2
3 Educational assistants working more than their regularly assigned hours shall be
4 compensated at their regular rate of pay up to eight hours.

5
6 Overtime assigned by the principal or his/her designee and worked by educational assistants
7 over eight hours per day and/or over 40 hours per week shall be compensated at the time and
8 a half rate or compensatory time at the time and a half rate at the employee's option, subject
9 to the requirements contained in federal statutes.

10
11 Overtime will be offered to qualified assistants in order of system-wide seniority on a
12 rotational basis.

13
14 **J. LUNCH PERIOD**

15
16 Educational assistants who work five or more hours a day shall be allowed a minimum of 30
17 minutes for an unpaid lunch period scheduled by the principal. Any assistant working a full
18 school day shall receive a half-hour paid lunch period.

19
20 **K. WORK CALENDAR**

21
22 1. Educational assistants shall be employed on 184 days of the school year, including
23 the orientation day at the beginning of each semester. Educational assistants employed
24 exclusively for lunch supervision shall be employed on days when lunch is served and
25 employment may be offered on additional days authorized by the principal. The
26 emergency make-up day is a paid workday whether or not employee attendance is
27 required.

28
29 2. Educational assistants having completed 1,150 or more hours shall also receive the
30 same number of paid holidays as teachers, presently being: Memorial Day, Labor Day,
31 and Thanksgiving Day.

32
33 3. Educational assistants may be employed on other days if the principal has need for
34 educational assistants on these days. Assignment of educational assistants on these
35 extra days shall be offered to educational assistants with the greatest system-wide
36 seniority within the building first provided they are qualified to perform the work
37 available.

1 4. In addition, when schools are closed due to either an epidemic, fire, or acts of the
2 elements, or if a civil commotion within the city of Milwaukee prevents assistants from
3 reaching their assigned schools, or if for any other reason which the Wisconsin
4 Department of Public Instruction refuses to count the day missed as a school day, the
5 above calendar shall be readjusted without remuneration for days not worked.
6

7 5. The workday for educational assistants shall begin no sooner than 7:00 a.m. and
8 end no later than 4:00 p.m. including a half hour paid or unpaid lunch as per Part VI,
9 Section J, of the contract.

10
11 If a school funds an educational program after the normal school day and it is necessary
12 to employ educational assistant(s), the following procedures shall be used:
13

14 a. Where the regularly scheduled hours extend beyond the normal school day,
15 the school administration shall seek volunteers from among the educational
16 assistants assigned to his/her school.
17

18 b. If there are no volunteers, then the administration shall assign the least senior
19 educational assistant(s) to work the educational program. The educational
20 assistant(s) shall receive at least a two week written notice as to the change in the
21 workday.
22

23 c. The workday for educational assistant(s) assigned to work the educational
24 program shall end no later than 5:00 p.m. including a half hour paid or unpaid
25 lunch as per Part VI, Section J, of the contract.
26

27 d. Educational assistant(s) assigned to work after the normal school day shall be
28 directed by a certificated employee.
29

30 6. The workdays/hours of educational assistants in schools participating in banking
31 time will not be reduced because of the release day.
32

33 **L. EDUCATIONAL/PROMOTIONAL OPPORTUNITIES FOR EDUCATIONAL**
34 **ASSISTANTS**
35

36 1. **COMMITMENT.** The MTEA and the Board agree that educational assistants
37 should be provided with increased opportunities for further education and promotion
38 within the Milwaukee Public School system. The MTEA concurs with the policy of the
39 Board to employ individuals who possess a high school diploma or the G.E.D.

1 equivalent wherever feasible. It is further recognized that present employees should be
2 encouraged to further their education through inservice programs, college courses, study
3 leave, participation in the G.E.D. program, and other available programs.

4
5 **2. ORIENTATION OF NEW ASSISTANTS.** If the Board conducts an orientation
6 program for newly employed assistants, the administration shall provide up to one day's
7 orientation to employment including such items as building rules, job expectations and
8 assignments, school building layout, and employee fringe benefit enrollment forms.

9
10 **3. INSERVICE TRAINING OPPORTUNITIES.** The MTEA and the Board shall
11 actively encourage the participation of educational assistants in available inservice
12 courses.

13
14 **4. INSERVICE CREDIT TOWARDS PROMOTION.** Educational assistants
15 who take inservice courses shall be allowed to apply ten inservice credits toward
16 assistant classifications which require college credits.

17
18 **M. SECURE PLACE FOR BELONGINGS AND HOURS STATEMENT**

19
20 1. Within each building, assistants will be informed of a place in which they may
21 leave personal belongings. If it is not possible to leave possessions in individual
22 classrooms, the Board shall supply individual lockers where such may be added to the
23 building. Where feasible, such lockers shall be located in a place not readily accessible
24 to students.

25
26 2. The total life-to-date accumulated hours and the hours worked during the payroll
27 period shall be printed on the payroll check stub for each employee.

28
29 **N. CITY RESIDENCY REQUIREMENT**

30
31 As classified employees, educational assistants must be residents of the city of Milwaukee
32 and must maintain their residency within the corporate limits of the city during their
33 employment. In the event of a change of address to outside the city, the following
34 procedures shall be followed:

35
36 1. The Department of Human Resources shall notify the educational assistant of a
37 conference to discuss the matter through a letter with a copy to the MTEA. The
38 purpose of the conference shall be to resolve the matter and the educational assistant
39 shall be informed of his/her right to representation by the MTEA, legal counsel, or any

1 other person of his/her choosing. Under extenuating circumstances, educational
2 assistants shall be given a reasonable amount of time to resume residency within the
3 city as a remedy.

4
5 2. If the matter is not resolved at the conference, the Department of Human
6 Resources shall notify the educational assistant of the decision with a copy to the
7 MTEA.

8
9 **O. MILEAGE**

10
11 The Board shall apply the uniform transportation policy for employees providing their
12 reimbursement for authorized travel of \$9.38 per day for "city-wide" authorized and reported
13 travel or \$7.50 per day for "area-wide" authorized and reported travel. Employees will have
14 an option of selecting once yearly an alternative of 37.5¢ per mile. The selection for the
15 calendar year must be made prior to November 1 of each year for the succeeding calendar
16 year and must be continued through the entire calendar year. The flat rate will be subject to
17 the normal determination of travel which may include a list of destinations or schools to
18 which an employee traveled. Selection of the 37.5¢ per mile option will necessitate the
19 employee filing a detailed statement on forms provided by the Board of monthly
20 destinations, times traveled, and odometer readings. In the event the IRS increases the
21 allowable mileage rate, this higher rate shall replace the 37.5¢ rate. The daily rates will also
22 be adjusted to reflect this increase.

23
24 **P. ASSIGNMENT OF SUPERVISION DUTIES**

25
26 Educational assistants shall not be required to supervise the school grounds during lunch
27 hours, recess, and before or after school, for safety purposes unless they are paired with
28 another employee.

29
30 Supervision duty during lunch hours, recess, and before or after school shall be rotated
31 among all assistants on an equitable basis where outside funding guidelines permit and
32 where the Board would not be liable for any additional costs as a result of the
33 implementation of this provision.

34
35 Exception from rotation shall be permitted only where rotation would interfere with the
36 educational program and where no educational assistant could be trained to relieve an
37 assistant in order to perform his/her rotated duty.

1 **Q. ESCORTING CHILDREN**

2
3 Educational assistants will not be required to use their automobiles to escort students.
4 Assistants may be requested, but not required, to escort students home.

5
6 **R. SNOW EMERGENCY**

7
8 1. If, as a result of any emergency, it is impossible to evacuate the students from
9 school, educational assistants may be asked to assist with the supervision of their
10 students. If students are dismissed, principals may release educational assistants from
11 their assignments so long as a sufficient number of personnel are available to remain
12 with children. Educational assistants may volunteer to assist in supervising the children.

13
14 2. Assistants who remain in schools during these emergencies and work in
15 supervising students (including periods where assistants and/or students are resting,
16 assisting in the office, assisting in halls, or in tasks otherwise related to the emergency)
17 shall be paid at their hourly rate up to eight hours and at the rate of time and a half
18 thereafter. For the period beyond eight hours, an assistant may choose compensatory
19 time rather than wages. For each four hours or fraction thereof that the assistant worked
20 (see above), the assistant will be allowed a half day of compensatory time. This time
21 will be scheduled in a manner which will not interfere with the orderly operation of the
22 school. If a conflict as to when compensatory time could be taken arises, the conflict
23 will be resolved by giving preference to assistants in order of their seniority.

24
25 3. Those assistants who remain and work after the hours the children are released
26 shall be paid, in addition to their regular salary, their hourly rate until eight hours of
27 work.

28
29 4. Employees who are released prior to the end of a school day will be paid as if they
30 worked the whole day.

31
32 5. Employees on sick leave will not have these days deducted from their sick leave.
33 Bargaining unit members who live or work in a Milwaukee elementary school district
34 where a school was closed will be paid their regular salaries for a day.

35
36 6. Matters of tardiness will be handled on an individual basis.

37
38 7. The Board will pay for the damages to employee vehicles caused by the Board's
39 snow-cleaning equipment.

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8. The Board will attempt to obtain from traffic control authorities permission for parking during times of emergencies.

S. TAX DEFERRED ANNUITY PLANS

The Board shall authorize educational assistants to make contributions to the 403b(1) tax deferred annuity plans (including Travelers) and the 403b(7) "Mutual Fund Select Portfolio" offered by The Copeland Companies (the plan administrator), and to the 403b(1) and 403b(7) tax deferred annuity plans offered by the Aetna Life Insurance and Annuity Company. The plan administrator is subject to the contract between the Board and the MTEA in its administration of tax deferred annuities.

T. SEVERANCE PAY

Employees shall be paid up to 40 accumulated full days of sick leave in excess of 70 percent of maximum full-day accumulation upon retirement. Half days are not convertible for this program.

U. TUITION REIMBURSEMENT

- 1. Educational assistants working over 20 hours per week are eligible for tuition reimbursement within budgeted limits in accordance with the following:
 - a. Assistants shall be reimbursed for the cost of the course or seminar.
 - b. In order to assure reimbursement, assistants must obtain approval from the Department of Human Resources in advance of taking the course.
 - c. Courses must be taken on the assistant's own time.
 - d. Assistants must earn acceptable grades in the course taken.
 - e. Those assistants voluntarily terminating their employment with the Milwaukee Public Schools within one year of the completion of the courses, seminars, or workshops for which the employee received tuition reimbursement under this provision will be required to return said reimbursement to the Board in its entirety. Employees voluntarily terminating after one year, but less than two years, as prescribed above, shall be required to return one-half of said

1 reimbursement to the Board. Such reimbursement may be deducted from the
2 employee's paycheck.

3
4 f. A sum of \$25,000 shall be allocated each fiscal year for the purpose of tuition
5 reimbursement.

6
7 g. No individual assistant may receive more than \$1,000 in reimbursement
8 during any one fiscal year. Assistants are eligible for reimbursement provided they
9 are not receiving tuition assistance from any other governmental source, including
10 MPS, for the same course of study.

11
12 2. Courses or seminars eligible for reimbursement:

13
14 a. Courses leading toward teacher certification:

15
16 1) The employer will identify those areas of teacher certification for which
17 reimbursement is granted and notify the Union of same.

18
19 2) Assistants must provide a plan of licensure leading toward approved
20 certification from the institution involved in addition to documentation
21 required by paragraph 1(b) above.

22
23 b. Other courses or seminars:

24
25 1) From time to time, the employer will identify other courses and/or
26 seminars for which reimbursement is granted. The Union may submit to the
27 employer a list of courses or seminars for possible reimbursement.

28
29 2) Notification will be given to the Union of such courses or seminars.

30
31 **V. PERSONAL DAYS**

32
33 1. Effective with the 1998-99 school year, all employees who have 20 years or more
34 of service and satisfactory attendance shall receive two days off with pay during the
35 school year.

36
37 2. Effective with the 1998-99 school year, all employees who have ten years but less
38 than 20 years of service and satisfactory attendance shall receive one day off with pay
39 during the school year.

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3. Such days may be used for any reason provided they are previously approved by the immediate supervisor or the supervisor is promptly notified in the event of an unexpected emergency.

4. If school should be closed on a day(s) that an employee used a personal day(s), such day(s) will be restored to the employee.

5. If an employee does not use his/her personal day(s) prior to the end of the school year, the employee shall choose to have his/her day(s) added to his/her last paycheck at his/her daily rate of pay or to his/her sick leave accumulation. In the absence of a selection by the employee, his/her unused personal day(s) shall be added to his/her sick leave accumulation.

PART VII

GRIEVANCE AND COMPLAINT 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. The purpose of the complaint procedure is to provide a method for prompt and full discussion and consideration of matters of personal irritation and concern of an educational assistant with some aspect of employment.

B. DEFINITIONS

1. 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 anyone acting on his/her 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 which have not been set forth in this contract.

2. A complaint is any matter of dissatisfaction of an educational assistant with any aspect of his/her employment which relates primarily to wages, hours, and working

1 conditions and which does not involve a grievance as defined above. It may be
2 processed through the application of the third step of the grievance procedure.
3

4 3. A continuing grievance or complaint is a situation where the time limits have been
5 exceeded, but the condition continues to exist. Each day may constitute a new
6 grievance or complaint. However, there shall be no retroactivity prior to the date of the
7 filing of the written grievance or complaint except that in the case of errors having a
8 monetary impact not occurring as a result of educational assistant negligence; corrected
9 payment shall be made retroactive for a period not to exceed one year.

10 11 **C. RESOLUTION OF GRIEVANCE OR COMPLAINT**

12
13 If the grievance or complaint is not processed by the MTEA or the grievant within the time
14 limits at any step of the grievance or complaint procedure, it shall be considered to have been
15 resolved by previous disposition. Failure by the administration or the Board to communicate
16 their disposition in writing within the specified time limit shall permit the MTEA to appeal
17 the grievance or complaint to the next step of the grievance procedure or arbitration. Any
18 time limits in the procedure may be extended or shortened by mutual consent.

19 20 **D. STEPS OF GRIEVANCE OR COMPLAINT PROCEDURE**

21
22 Grievances or complaints shall be processed as follows:

23
24 **FIRST STEP.** Where a complaint is involved, an educational assistant shall, within five
25 workdays after he/she knew or should have known of the incident, submit the same to the
26 principal or assistant supervisor orally. Where a grievance is involved, the educational
27 assistant shall promptly, but in no case longer than 30 workdays after he/she knew or should
28 have known of the incident, submit the same to the principal or assistant supervisor orally.
29 The principal or assistant supervisor shall orally respond to the grievance or complaint
30 within five workdays. If the grievance or complaint is not adjusted in a satisfactory manner
31 orally, the grievant or complainant shall, within two workdays, submit the same in writing to
32 the principal or assistant supervisor. The principal or assistant supervisor shall advise the
33 grievant or complainant of his/her disposition in writing within five workdays after receipt of
34 the written grievance or complaint. A copy of the disposition shall be sent to the MTEA, the
35 grievant or complainant, and Labor Relations.

36
37 **SECOND STEP.** If the grievance or complaint is not adjusted in a manner satisfactory to
38 the employee or the MTEA within five workdays after receipt of the written answer, then the
39 grievance or complaint may be set forth in writing by a representative of the MTEA. The

1 grievance shall set forth the particular section of the contract under which the grievance is
2 brought. Either the grievant and the MTEA shall sign the grievance or complaint or the
3 MTEA shall sign the grievance or complaint naming the individual(s) affected. Copies of
4 the same shall be transmitted to the director, Labor Relations, who will transmit them to the
5 proper department head or his/her designee for discussion. Such discussion shall be held
6 within ten workdays at a mutually convenient time arranged by the department head or
7 his/her designee.

8
9 Within ten workdays after the discussion, the department head or his/her designee shall
10 advise Labor Relations in writing of his/her disposition of the grievance or complaint with a
11 copy for the MTEA and the grievant or complainant.

12
13 **THIRD STEP.** If the written grievance is not adjusted in a manner satisfactory to the
14 assistant or the MTEA within ten workdays of the written disposition of the department head
15 or his/her designee, it may be presented to the superintendent or his/her designee for
16 discussion. Such discussion shall be held within ten workdays at a mutually convenient time
17 fixed by the superintendent or his/her designee. Within ten workdays thereafter, the
18 superintendent shall send a written disposition to the MTEA.

19
20 **FOURTH STEP.** If the grievance is not adjusted in a manner satisfactory to the MTEA
21 within 20 workdays of the written disposition of the superintendent, it may be presented to
22 final and binding arbitration in accordance with the following procedures:

23
24 The final decision of the impartial referee, made within the scope of his/her jurisdictional
25 authority, shall be binding upon the parties and the educational assistants covered by this
26 agreement.

27
28 1. **JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to
29 consideration of grievances as herein above defined. The impartial referee procedure
30 shall be subject to the following:

31
32 a. The certifying party shall notify the other party in writing of the certification
33 of a grievance.

34
35 b. The certifying party shall forward to the impartial referee a copy of the
36 grievance and the other party's answer and send a copy of such communication to
37 the other party.

- 1 c. Upon receipt of such documents, the impartial referee shall fix the time and
2 place for a formal hearing of the issues raised in the grievance not later than 30
3 days after receipt of such documents unless a longer time is agreed to by the
4 parties.
5
- 6 d. Upon the fixing of a referee hearing date, the parties may arrange mutually
7 agreeable terms for a prehearing conference to consider means of expediting the
8 hearing by, for example, reducing the issues to writing, stipulating fact, outlining
9 intended offers of proof, and authenticating proposed exhibits.
10
- 11 e. In those cases where either party deems it necessary, it may be arranged that a
12 transcript of the hearing be made by a qualified court reporter. The party making
13 such arrangements shall bear the full cost thereof. The other party may purchase a
14 copy. If the impartial referee requests that he/she be furnished with a copy, the
15 expense of the original copy and the reporter's attendance charge will be borne
16 equally by the parties.
17
- 18 f. The goal of the arbitration procedure is to provide prompt, but judicious
19 consideration of grievances. In most grievances, the time span between hearing
20 and decision should not exceed eight weeks. If briefs are to be filed, a period of up
21 to three weeks should be allowed for the filing of briefs after receipt of transcripts.
22 Thereafter, the arbitrator may extend the filing date for an additional two weeks,
23 upon request for extenuating circumstances. If, after the initial three weeks for
24 filing briefs, either party fails to request a two-week extension, or if after
25 requesting a two-week extension the party fails to file its brief, it shall be
26 considered a waiver of the right to brief the case and the arbitrator shall proceed to
27 prepare and issue the award.
28
- 29 g. The arbitrator's award shall be transmitted within three weeks after the receipt
30 of briefs, except in very lengthy and/or complex cases.
31
- 32 h. The impartial referee shall lay down the rules for orderly conduct of the
33 hearing.
34
- 35 i. In making his/her decision, the impartial referee shall be bound by the
36 principles of law relating to the interpretation of contracts followed by Wisconsin
37 courts.
38

1 j. The expenses of the impartial referee shall be borne equally by the parties,
2 except that the party requesting reconsideration or rehearing shall bear the full
3 expenses of the impartial referee incurred in such reconsideration or rehearing.
4

5 **2. APPOINTMENT OF IMPARTIAL REFEREE.** The impartial referee shall be
6 selected as follows:
7

8 a. If the parties are unable to agree upon the selection of an impartial referee
9 within two weeks after desired certification of a grievance, the certifying party
10 shall request the WERC to submit to the parties a list of names of five persons
11 suitable for selection as impartial referee.
12

13 b. If the parties cannot agree upon one of the persons named on the list, the
14 parties shall strike a name alternately, beginning with the MTEA, until one name
15 remains. Such remaining person shall act as impartial referee. In subsequent
16 selections, the parties shall alternate the first choice to strike a name.
17

18 **E. PRESENCE OF COMPLAINANT OR GRIEVANT**
19

20 1. The person taking the action may be present at every step of the procedure and
21 shall be present at the request of the MTEA, the superintendent, or the committee, as the
22 case may be.
23

24 2. Grievances or complaints at the second step and grievances at the third step may be
25 processed during the day at the grievant's school. If impossible to schedule a meeting at
26 the grievant's school, the educational assistant may be released without loss of pay or
27 sick leave to meet with the appropriate party. Every effort shall be made not to absent
28 an educational assistant from a class assignment.
29

30 **F. GROUP GRIEVANCE**
31

32 In order to prevent the filing of a multiplicity of grievances on the same question of
33 interpretation or compliance where the grievance covers a question common to a number of
34 educational assistants, it shall be processed as a single grievance, commencing at the third
35 step. Any group grievance shall set forth thereon the names of the persons or the group and
36 the title and specific assignments of the people covered by the group grievance. Group
37 grievances shall be signed by the principle officer or staff representative of the MTEA.
38

1 **G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE**
2 **JURISDICTION OF A PRINCIPAL**

3
4 Any grievance or complaint based upon action of authority higher than the principal shall be
5 initiated directly with the person having such jurisdiction of the matter.
6

7 **H. CONDUCT MATTERS**

8
9 Disciplinary action by the superintendent and/or Board shall be processed in accordance
10 with the federal and state constitutions, statutes, and this contract. They shall be subject to
11 the fourth step of the grievance procedure.
12

13 **I. WAIVER BY THE GRIEVANT**

14
15 An assistant who elects to proceed to arbitration shall be considered to have waived the right
16 to pursue the matter in the courts, except as provided in Chapter 788, Wisconsin State
17 Statutes.
18

19 **J. PROHIBITED PRACTICES**

20
21 In the event the MTEA alleges a prohibited practice, it shall put in writing the facts in the
22 case. The MTEA and director, Labor Relations, will meet and discuss the appropriate route.
23

24 Within ten workdays, the administration will reply in writing what it believes is the
25 appropriate route of processing the matter as presented. The MTEA shall then proceed in the
26 appropriate manner. The initial filing of a prohibited practice allegation pursuant to this
27 section shall constitute compliance with the time limits of the grievance procedure of the
28 contract.
29

30 **K. NON-DISCRIMINATION CLAUSE**

31
32 The MTEA and the Board agree that it is the established policy of both parties that they shall
33 not discriminate against any employee on the basis of sex, race, creed, national origin,
34 marital status, political affiliation, physical handicap, or union activities.
35

36 The Board agrees that where women and minorities are concerned, the principle of equality
37 of treatment shall be maintained.
38

1 Grievances involving this section shall be presented to the Board. If the matter is not
2 satisfactorily resolved within 30 days of being filed with the Board, the MTEA may proceed
3 in the following manner. Alleged violations of this section shall not be arbitrable. They
4 shall be submitted to the WERC for determination as prohibited practices (contract violation)
5 pursuant to Section 111.70(3)(a)(5), Wisconsin Statutes. This shall not be handled pursuant
6 to Section J above.

7
8
9 **PART VIII**

10
11 **NO STRIKE CLAUSE**

12
13 The MTEA and the Board subscribe to the principle that differences shall be resolved by
14 peaceful and appropriate means without interruption of the school program. The MTEA,
15 therefore, agrees that there shall be no strikes, work stoppages, slowdowns, or other
16 concerted refusal to perform work by the employees covered by this contract during the life
17 of the contract. Upon notification from the Board of any unauthorized work stoppage, the
18 MTEA shall make public that it does not endorse such stoppage. Having given such public
19 notice, the MTEA shall be freed from all liability for any breaches of this part.

20
21
22 **PART IX**

23
24 **BASIS FOR AGREEMENT**

25
26 **A. AGREEMENT ON BEHALF OF THE MTEA**

27
28 The MTEA hereto and herewith covenants, agrees, and represents to the Board that it is duly
29 authorized and empowered to covenant for and on behalf of all employees in the bargaining
30 unit and represents that it will faithfully and diligently abide by and be strictly bound to all
31 the provisions of this contract as herein set forth. The parties agree that, in conferences and
32 negotiations, the MTEA will represent all employees in the bargaining unit.

33
34 **B. AGREEMENT ON BEHALF OF THE BOARD**

35
36 The Board hereby and herewith covenants, agrees, and represents to the MTEA that it is duly
37 authorized and empowered to covenant for and on behalf of the Board and represents that it
38 will faithfully and diligently abide by and be strictly bound to all of the provisions of this
39 contract as herein set forth.

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C. AID TO CONSTRUCTION OF THE PROVISIONS OF THE CONTRACT

It is intended by the parties hereto that the provisions of this contract shall be in harmony with the duties, obligations, and responsibilities which by law devolve upon the Board and 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 superintendent.

D. SAVING CLAUSE

If any part or section of this contract or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part or section would be restrained by such tribunal, the remainder of this contract 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 CONTRACT

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

PART X

SCHOOL BASED MANAGEMENT

The Board and the MTEA are committed to the concept of school based management and will work cooperatively to develop an implementation plan for the system.

Where bargaining unit personnel are not included in the school's School Based Management Council, they shall receive copies of minutes of such meetings if written minutes are kept.

1 **MILWAUKEE TEACHERS' EDUCATION ASSOCIATION**

2
3 **NEGOTIATING TEAM**

4
5 Robert Lehmann, MTEA President

6
7 Laura Vernon, MEAA President

8
9 Linda Devitt, Member

10
11 Tommie Glenn, Member

12
13 Joan Lance, Member

14
15 Helen Massey, Member

16
17 Ron Pinter, Member

18
19 Sandra Wilant, Member

20
21 Samuel Carmen, Executive Director

22
23 Cheryl Barczak, Assistant Executive Director

24
25 Sal Gonzalez, Assistant Executive Director

1 **MILWAUKEE BOARD OF SCHOOL DIRECTORS**

2
3 Joe Dannecker, President

4
5 Peter Blewett

6
7 Danny Goldberg

8
9 Charlene Hardin

10
11 Barbara Horton

12
13 Kenneth L. Johnson

14
15 Jennifer Morales

16
17 Jeff Spence

18
19
20
21 William G. Andekopoulos, Superintendent of Schools

22
23 Lynne Sobczak, Director
24 Board Governance

25
26 G. David Yaros, Labor Relations Specialist
27 Division of Labor Relations

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APPENDIX A

JANUARY 1, 2004

POSITIONS AND WAGE RATES INCLUDED IN AGREEMENT WITH THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION AS TO EDUCATIONAL ASSISTANTS FOR JANUARY 1, 2004.

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
General Assistants	\$9.86/hr	\$10.32/hr	\$10.79/hr	\$10.99/hr	\$11.31/hr
Paraprofessional Assistants	\$13.98/hr	\$14.39/hr	\$15.02/hr	\$15.27/hr	\$15.50/hr

Lead Assistant: 41¢ an hour additional.

LEAD ASSISTANT DEFINITION

Where five full-time equivalent assistants or multiples of five full-time equivalent assistants are employed and their major duties involve hall duty, lunchroom duty, or playground duty, a sixth assistant may be appointed lead assistant with functional supervisory duties, if the principal requests.

APPLICATION OF JANUARY 1, 2004 RATES

Effective January 1, 2004, all hourly rates shall be increased by 2 percent over the rates in effect December 31, 2003.

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JULY 1, 2004

POSITIONS AND WAGE RATES INCLUDED IN AGREEMENT WITH THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION AS TO EDUCATIONAL ASSISTANTS FOR JULY 1, 2004.

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
General Assistants	\$9.91/hr	\$10.37/hr	\$10.84/hr	\$11.04/hr	\$11.37/hr
Paraprofessional Assistants	\$14.05/hr	\$14.46/hr	\$15.10/hr	\$15.35/hr	\$15.58/hr

Lead Assistant: 41¢ an hour additional.

LEAD ASSISTANT DEFINITION

Where five full-time equivalent assistants or multiples of five full-time equivalent assistants are employed and their major duties involve hall duty, lunchroom duty, or playground duty, a sixth assistant may be appointed lead assistant with functional supervisory duties, if the principal requests.

APPLICATION OF JULY 1, 2004 RATES

Effective July 1, 2004, all hourly rates shall be increased by 0.5 percent over the rates in effect June 30, 2004.

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JULY 1, 2005

POSITIONS AND WAGE RATES INCLUDED IN AGREEMENT WITH THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION AS TO EDUCATIONAL ASSISTANTS FOR JULY 1, 2005.

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
General Assistants	\$10.14/hr	\$10.61/hr	\$11.09/hr	\$11.29/hr	\$11.63/hr
Paraprofessional Assistants	\$14.37/hr	\$14.79/hr	\$15.44/hr	\$15.70/hr	\$15.93/hr

Lead Assistant: 42¢ an hour additional.

LEAD ASSISTANT DEFINITION

Where five full-time equivalent assistants or multiples of five full-time equivalent assistants are employed and their major duties involve hall duty, lunchroom duty, or playground duty, a sixth assistant may be appointed lead assistant with functional supervisory duties, if the principal requests.

APPLICATION OF JULY 1, 2005 RATES

Effective July 1, 2005, all hourly rates shall be increased by 0.25 percent over the rates in effect June 30, 2005.

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JANUARY 1, 2006

**POSITIONS AND WAGE RATES INCLUDED IN AGREEMENT WITH THE
MILWAUKEE TEACHERS' EDUCATION ASSOCIATION AS TO
EDUCATIONAL ASSISTANTS FOR JANUARY 1, 2006.**

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
General Assistants	\$10.33/hr	\$10.81/hr	\$11.30/hr	\$11.50/hr	\$11.85/hr
Paraprofessional Assistants	\$14.64/hr	\$15.06/hr	\$15.73/hr	\$15.99/hr	\$16.22/hr

Lead Assistant: 43¢ an hour additional.

LEAD ASSISTANT DEFINITION

Where five full-time equivalent assistants or multiples of five full-time equivalent assistants are employed and their major duties involve hall duty, lunchroom duty, or playground duty, a sixth assistant may be appointed lead assistant with functional supervisory duties, if the principal requests.

APPLICATION OF JANUARY 1, 2006 RATES

Effective January 1, 2006, all hourly rates shall be increased by 1.85 percent over the rates in effect December 31, 2005.

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Deaf and Hard-of-Hearing Interpreters Salary Schedule

January 1, 2004

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
Deaf and Hard-of-Hearing Interpretrs	\$15.32	\$15.74	\$16.38	\$16.61	\$16.86

July 1, 2004

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
Deaf and Hard-of-Hearing Interpretrs	\$15.40	\$15.82	\$16.46	\$16.69	\$16.94

January 1, 2005

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
Deaf and Hard-of-Hearing Interpretrs	\$15.71	\$16.14	\$16.79	\$17.02	\$17.28

July 1, 2005

Title	Minimum	1,150 Hours	2,300 Hours	3,450 Hours	4,600 Hours
Deaf and Hard-of-Hearing Interpretrs	\$15.75	\$16.18	\$16.83	\$17.06	\$17.32

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APPENDIX B

COMMUNITY ASSISTANTS

All terms and conditions of the MBSD/MTEA educational assistant contract shall apply to community assistants except as herein modified as well as the terms and conditions set forth below:

1. **NON-RELEVANT CONTRACT PROVISIONS.** The following provisions of the educational assistant contract do not have relevance to community assistants and therefore do not apply:

Part V (except Section E, Seniority)

Part VI, Section J, Lunch Period

Part VI, Section K, Work Calendar (applies to ten-month employees; does not apply to 12-month employees)

Part VI, Section P, Assignment of Supervision Duties

2. **DEFINITIONS:**

a. **PRINCIPAL.** Wherever the words "principal" or "his/her designee" or any derivative thereof appear in the contract, they shall be replaced by the words "immediate supervisor."

b. **EDUCATIONAL ASSISTANTS OR ASSISTANTS.** Whenever the words "educational assistants" or "assistants" or any derivative thereof appears in the contract, they shall be replaced by the word "community assistants." The aforementioned changes shall apply to all sections of the contract.

3. **DAYS EMPLOYED.** Community assistants shall be employed on either the same days as educational assistants or on a 12-month basis.

4. **TWELVE-MONTH EMPLOYEES.** The following provisions shall apply to community assistants employed on a 12-month basis:

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a. **HOLIDAYS.** Community assistants employed on a 12-month basis shall be granted a holiday for each of the following days: New Year's Day, the last workday prior to the day celebrated for New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the last workday prior to the day celebrated for Christmas. When a holiday falls on a Sunday, it shall be celebrated on the following workday. When a holiday falls on a Saturday, it should be celebrated on the preceding workday.

b. **VACATION.** Community assistants employed on a 12-month basis shall receive annual vacations of three weeks after one year of service, four weeks after nine years of service, and five weeks after 19 years of service in accordance with the following procedure:

Employees with less than nine years of service shall accrue 0.057693 hours of vacation for each hour paid excluding overtime hours. These employees may accumulate a total balance which may not exceed 240 hours (six weeks) in any pay period.

On the first full pay period following completion of nine years of service and thereafter, the employee shall accrue 0.076924 hours of vacation for each hour paid excluding overtime hours. This employee may accumulate a total vacation balance which may not exceed 320 hours (eight weeks) in any pay period.

On the first full pay period following completion of 19 years of service and thereafter, the employee shall accrue 0.096154 hours of vacation for each hour paid excluding overtime hours. This employee may accumulate a total vacation balance which may not exceed 400 hours (ten weeks) in any pay period.

The current vacation balance shall be placed on the employee's check stub.

c. **SICK LEAVE.** The sick leave provisions for community assistants employed on a 12-month basis shall be that as set forth in Part VI, Section G, of the contract except that the maximum accumulation of sick days to the credit of the employees at the end of the month shall not exceed 150 workdays at full pay and accumulation thereafter to an unlimited total of workdays at half pay.

1 5. **INCLEMENT WEATHER.** If a community assistant works on a day when other
2 community assistants are not required to work because of inclement weather, he/she
3 shall receive compensatory time off on a straight time basis. The employee shall select
4 the time off within one year subject to the approval of the supervisor. Employees who
5 have taken a sick day or vacation day shall not have these days deducted from their sick
6 leave or vacation balances.

7
8 6. **ACT OF GOD.** In the event an employee is prevented from performing duties by
9 reason of an epidemic, act of elements, fire, or civil commotion within the city of
10 Milwaukee, he/she shall receive full regular compensation provided that, during any
11 such period, the community assistant shall perform such duties as are assigned.

12
13 7. **LAYOFFS.** In the event of a reduction in the number of community assistants, the
14 reduction shall occur in the inverse order of seniority from the least senior to the most
15 senior within the affected program/classification provided the more senior community
16 assistant can perform the duties of the position. The Board shall, in preparing for the
17 layoff, discuss with the MTEA the seniority status of the assistants to be affected. In
18 addition, the Board and MTEA shall discuss whether modifications of the recall
19 procedures listed below should be made; i.e., assembly style recall, etc. This discussion
20 shall take place no later than ten days prior to the notice of layoff to the affected
21 assistants or sooner if the information is available.

22
23 Community assistants reduced out of the community assistant classification shall be
24 placed on the educational assistant reinstatement and reassignment list and referred to
25 positions based upon their system-wide seniority dates. Any community assistant
26 reduced out of classification shall be recalled to the classification in order of
27 system-wide seniority provided the assistant is able to perform the duties of the
28 available position. All hours worked as a community assistant shall count as a part of
29 the individual's total hours accumulation for the purpose of holiday pay benefits and for
30 placement on the increment schedule of other assistant unit positions with the exception
31 of the paraprofessional position.

32
33 Community assistants who have been identified in the above paragraph for layoff shall
34 be notified in writing of the layoff by the Board at least 20 days prior to layoff. This
35 notice shall inform community assistants as to the recall procedures that may be used
36 when a recall occurs.

37
38 A community assistant who has been laid off shall be treated in the same manner as an
39 employee on leave for purposes of Board-paid insurances.

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The Department of Human Resources shall notify a community assistant of recall by certified mail, return receipt requested. Mail should be sent to the address of the employee on file with the payroll department. The Board shall mail to the MTEA a copy of each recall notice within one workday of the employee's notice.

A community assistant shall have four workdays from the date the recall notice is sent to respond and a maximum of five workdays from the date the recall notice is sent to report to work. If an employee does not respond to recall notice within the time limits and the employee can demonstrate that he/she did not receive the notice in a timely manner, the employee will retain his/her recall rights.

Community assistants shall retain recall rights for a period of three calendar years from the date of layoff.

8. WORK SCHEDULE. The community assistant's normal workweek shall consist of five consecutive days. Each workday will consist of 8.5 consecutive hours including a 45-minute unpaid lunch except when summer hours are in effect during which period the workday shall be 8.25 hours, including a half hour paid lunch. For compensation purposes, the 7.75-hour workday shall count as eight hours worked. The community assistants shall work a flexible schedule which will allow evening and weekend work. The work schedule shall be determined at least one week in advance. If the community assistant is required to work more than 40 hours in a week, he/she shall receive compensatory time off on a time and a half basis for all hours worked over 40 in a week. If the employee's schedule is changed with less than 48 hours notice, the community assistant shall receive compensatory time off on a time and a half basis for those hours which are outside the previously determined schedule. The compensatory time earned under this section shall be taken within one month of the date on which it is earned. The employee shall select the time off subject to the approval of the supervisor.

9. PROMOTION. Educational assistants are encouraged to seek promotion to the community assistant classification.

- a. City Service Commission examination announcements for community assistant positions shall be posted in each school office.
- b. Educational assistants who compete for community assistant positions during their workday shall be released with pay.

1 Effective January 1, 2004, all wage rates will be increased by 2 percent over the rates of
2 pay in effect December 31, 2003.

3

4 Effective July 1, 2004, all wage rates will be increased by 0.5 percent over the rates of
5 pay in effect June 30, 2004.

6

7 Effective January 1, 2005, all wage rates will be increased by 2 percent over the rates of
8 pay in effect December 31, 2004.

9

10 Effective July 1, 2005, all wage rates will be increased by 0.25 percent over the rates of
11 pay in effect June 30, 2005.

12

13 Effective January 1, 2006, all wage rates will be increased by 1.85 percent over the rates
14 of pay in effect December 31, 2005.

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16

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APPENDIX C

18

19

SCHOOL SAFETY ASSISTANTS

20

21 All terms and conditions of the MBSD/MTEA educational assistant contract shall apply to
22 school safety assistants except as herein modified as well as the terms and conditions set
23 forth below:

24

25 1. **NON-RELEVANT CONTRACT PROVISIONS.** The following provisions of
26 the educational assistant contract do not have relevance to school safety assistants and
27 therefore do not apply:

28

29 Part V (except Section E, Seniority)

30

31 Part VI, Section J, Lunch Period

32

33 Part VI, Section K(1), Work Calendar

34

35 Part VI, Section K(5), Work Calendar

36

37 Part VI, Section P, Assignment of Supervision Duties

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2. **DEFINITIONS:**

a. **PRINCIPAL.** Wherever the words "principal" or "his/her designee" or any derivative thereof appear in the contract, they shall be replaced by the words "immediate supervisor."

b. **EDUCATIONAL ASSISTANTS OR ASSISTANTS.** Whenever the words "educational assistants" or "assistants" or any derivative thereof appears in the contract, they shall be replaced by the word "school safety assistants." The aforementioned changes shall apply to all sections of the contract.

3. **INCLEMENT WEATHER.** If a school safety assistant works on a day when other school safety assistants are not required to work because of inclement weather, he/she shall receive compensatory time off on a straight time basis. The employee shall select the time off within one year subject to the approval of the supervisor. Employees who have taken a sick day shall not have these days deducted from their sick leave balances.

4. **ACT OF GOD.** In the event an employee is prevented from performing duties by reason of an epidemic, act of elements, fire, or civil commotion within the city of Milwaukee, he/she shall receive full regular compensation provided that during any such period the school safety assistant shall perform such duties as are assigned.

5. **LAYOFFS.** In the event of a reduction in the number of school safety assistants, the reduction shall occur in the inverse order of seniority from the least senior to the most senior within the affected program/classification provided the more senior school safety assistant can perform the duties of the position. The Board shall, in preparing for the layoff, discuss with the MTEA the seniority status of the assistants to be affected. In addition, the Board and MTEA shall discuss whether modifications of the recall procedures listed below are necessary; i.e., assembly style recall, etc. This discussion shall take place no later than ten days prior to the notice of layoff to the affected school safety assistants or sooner if the information is available.

School safety assistants reduced out of the school safety assistant classification shall be placed on the educational assistant reinstatement and reassignment list and referred to positions based upon their system-wide seniority dates. Any school safety assistant reduced out of classification shall be recalled to the classification in order of system-wide seniority provided the assistant is able to perform the duties of the available position. All hours worked as a school safety assistant shall count as a part of

1 the individual's total hours accumulation for the purpose of holiday pay benefits and for
2 placement on the increment schedule of other assistant unit positions with the exception
3 of the paraprofessional position.

4
5 School safety assistants who have been identified in the above paragraph for layoff shall
6 be notified in writing of the layoff by the Board at least 20 days prior to layoff. This
7 notice shall inform school safety assistants as to the recall procedures that may be used
8 when a recall occurs.

9
10 School safety assistants shall retain recall rights for a period of three calendar years
11 from the date of layoff.

12
13 A school safety assistant who has been laid off shall be treated in the same manner as an
14 employee on leave for purposes of Board-paid insurances.

15
16 The Department of Human Resources shall notify a school safety assistant of recall by
17 certified mail, return receipt requested. Mail should be sent to the address of the
18 employee on file with the payroll department. The Board shall mail to the MTEA a
19 copy of each recall notice within one workday of the employee's notice.

20
21 A school safety assistant shall have four workdays from the date the recall notice is sent
22 to respond and a maximum of five workdays from the date the recall notice is sent to
23 report to work. If an employee does not respond to recall notice within the time limits
24 and the employee can demonstrate that he/she did not receive the notice in a timely
25 manner, the employee will retain his/her recall rights.

26
27 **6. WORK YEAR.** The work year of school safety assistants is 185 workdays. One
28 day shall be reserved for inservice needs.

29
30 School safety assistants assigned to work at the year round schools shall work the
31 calendar of the year round school.

32
33 School safety assistants may be employed by the Division of School Safety whenever a
34 year round school has intersession in order of system-wide seniority.

35
36 **7. WORK SCHEDULE.** The school safety assistant's normal workweek shall
37 consist of five consecutive days. Each workday will consist of 8.5 consecutive hours
38 including a 45-minute unpaid lunch except when summer hours are in effect during
39 which period the workday shall be 8.25 hours, including a 45-minute unpaid lunch.

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School safety assistants working less than their regularly assigned hours shall be compensated at their regular rate of pay up to eight hours.

The workday of school safety assistants shall begin no sooner than 7:00 a.m. and end no later than 5:00 p.m. School safety assistants start and end times shall be determined by the Division of School Safety.

- a. The administration shall seek volunteers from among the school safety assistants assigned to the site.
- b. If an insufficient number of school safety assistant(s) volunteer to work after 4:00 p.m., the administration shall assign the least senior school safety assistant(s) to work the modified schedule. The school safety assistant(s) shall receive a two-week written notice to the change in his/her workday.
- c. School safety assistant(s) assigned to work between 4:00 p.m. and 5:00 p.m. shall be supervised by a certificated employee or a safety supervisor.
- d. This provision shall be effective July 1, 2006.

Overtime assigned by the supervisor or his/her designee and worked by school safety assistants over eight hours per day and/or over 40 hours per week shall be compensated at the time and a half rate of pay.

Overtime will be offered to qualified school safety assistants in order of system-wide seniority on a rotational basis.

Overtime assignments in a building shall be offered to school safety assistants normally assigned to that building in order of system-wide seniority on a rotational basis. Any additional assignments shall be filled in order of system-wide seniority through the Division of School Safety.

When overtime is offered to school safety assistants, the following information, if available, shall be provided: date of assignment, location of assignment, starting and ending time of assignment, overall description of the duties expected of them, and whether or not other school safety assistants will be assigned to that location.

1 Overtime assignments of a district-wide nature (multi-school or general public) shall be
2 filled in order of system-wide seniority on a rotational basis through the Division of
3 School Safety.

4
5 Non-district-wide overtime assignments in a school shall be offered to school safety
6 assistant assigned to that school building in order of system-wide seniority on a
7 rotational basis.

8
9 Failure to notify school safety assistants of overtime cancellation will result in the
10 school safety assistant receiving two hours of pay.

11
12 **8. CHANGES IN SCHOOL ASSIGNMENTS.** If reassigned to another school, the
13 school safety assistant(s) shall receive the reassignment notice verbally and within two
14 workdays shall receive said notice in writing. Upon receipt of written notice, the school
15 safety assistant may request and be granted a conference with the supervisor to discuss
16 the reasons for the change in assignment.

17
18 **9. UNIFORMS.** School safety assistants shall be provided initially with the
19 following uniform items:

- 20
21 - 2 sweaters, navy, employee's choice of styles
22 - 3 white shirts, oxford or polo, long or short sleeved, employee's choice
23 - 1 tie, employee's choice of style
24 - 1 lightweight summer jacket
25 - 1 heavyweight winter jacket
26 - 1 rainwear
27 - 2 slacks, pants, or split skirts

28
29 The uniform items shall contain the divisional/departmental logo on the outermost
30 garment.

31
32 The Board shall replace any of the items above which are lost or irreparably damaged
33 while performing their duties or are lost or stolen as a result of normal wear and tear.

34
35 School safety assistants are required to wear the uniform while at work. Blazers, issued
36 by the division, shall be worn when directed by their supervisors. When wearing the
37 blazers, school safety assistants must wear a collared shirt, turtleneck, or blouse under
38 the garment.

39

1 In addition to the uniform items stated above, school safety assistants may wear
2 turtlenecks, provided they are white or navy. Navy city-styled walking knee length
3 shorts may be worn from May 1 through October 15 of each year. School safety
4 assistants may request authorization from their supervisors to wear the navy city-styled
5 knee length walking shorts prior to May 1 or after October 15 due to weather
6 conditions.

7
8 Slacks, pants, or split skirts which are professional looking may be worn in conjunction
9 with all uniform items provided they are navy in color.

10
11 Any items of clothing not specifically mentioned in this section of the contract shall be
12 deemed as inappropriate. Examples of which include sweatpants, warm-ups, shorts,
13 fatigues, camouflage, thongs, sweatshirts, T-shirts, and jeans.

14
15 School safety assistants will be advised as to any changes negotiated by MPS and the
16 MTEA as it relates to uniforms.

17
18 On a yearly basis, school safety assistants will file a request for replacement items with
19 the Division of School Safety not to exceed \$125.

20
21 Upon retirement, resignation, leave of absence, or any other separation from service as a
22 school safety assistant, school safety assistants shall return all uniforms and equipment,
23 including, but not limited to, communication devices, audio/visual/ recording
24 equipment, keys, etc., that the Board has supplied to them. The Board shall hold the last
25 paycheck of such employee until he/she returns all garments and/or equipment that the
26 Board has supplied to the separating employee.

27
28 **10. PROMOTION.** Educational assistants are encouraged to seek promotion to the
29 school safety assistant classification.

30
31 a. Educational assistants who compete for school safety assistant positions
32 during their workday shall be released with pay.

33
34 b. Permanent educational assistants who are appointed to a school safety
35 assistant position shall be required to serve a one year probation employment
36 period. If the employee does not successfully complete his/her probationary period
37 as a school safety assistant for reasons related to evaluation, then he/she will be
38 allowed to return to his/her previous educational status, if positions are available,
39 in accordance with Part V, Section C.

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11. **SUMMER ASSIGNMENT**

a. **ASSIGNMENT.** No summer assignment in the Milwaukee Public Schools shall be filled by a school safety assistant not employed in the Milwaukee Public School system during the regular school year, if there are enough qualified applicants for such assignments who were employed by the Milwaukee Public Schools.

b. **APPLICATION/HIRING.** Each year by April 15, school safety assistants who desire summer assignment employment shall make written application for an assignment to the Division of School Safety.

All assignments shall be made on the basis of system-wide seniority among the applicants, starting with the most senior assistant receiving the assignment of the most hours. All other assignments shall be made in descending order.

c. **NOTICE OF HIRING.** The Division of School Safety shall make all assignments according to the above priorities. School safety assistants will be offered assignment by May 15 or the earliest possible date. All applicants who were selected shall notify the Division of School Safety of their acceptance within ten calendar days after notification. Failure to give such notice within the time limits shall result in the school safety assistant's loss of summer assignment and shall remove the school safety assistant's name from future consideration for that summer.

d. **LISTING OF APPLICANTS.** The MTEA shall be provided with copies of application forms and appropriate assignment information by the Department of Human Resources as soon as possible each year.

e. **SUMMER ASSIGNMENT.** No probationary school safety assistant shall be employed for summer assignment unless all permanent school safety assistants have received a summer assignment.

f. **SICK LEAVE.** School safety assistants employed in a summer assignment shall be eligible for one day of sick leave which shall become part of their accumulated sick leave if unused during the summer and the normal funeral leave provisions.

1 g. **ACCUMULATION OF HOURS.** Hours worked during a summer
 2 assignment shall count toward the total accumulated hours of the employee.

3
 4 12. **ADDITIONAL DAYS OF EMPLOYMENT.** School safety assistants may be
 5 employed on other days (excluding summer assignment). Assignment of school safety
 6 assistants on these extra days of employment shall be offered to school safety assistants
 7 with the greatest system-wide seniority provided they are qualified to perform the work
 8 available.

9
 10 13. **SALARY**

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 12 **School Safety Assistant Salary Schedule**

13		After One	After Two	After Three	After Four	After Five
14		Year of	Years of	Years of	Years of	Years of
15		Service	Service	Service	Service	Service
16	Base					
17						
18				January 1, 2004		
19						
20	\$13.07	\$13.64	\$14.13	\$14.66	\$15.17	\$15.73
21						
22						
23				July 1, 2004		
24						
25	\$13.14	\$13.71	\$14.20	\$14.73	\$15.25	\$15.81
26						
27						
28				January 1, 2005		
29						
30	\$13.40	\$13.98	\$14.48	\$15.02	\$15.56	\$16.13
31						
32						
33				July 1, 2005		
34						
35	\$13.43	\$14.01	\$14.52	\$15.06	\$15.60	\$16.17
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January 1, 2006

\$13.68 \$14.27 \$14.79 \$15.34 \$15.89 \$16.47

APPLICATION OF WAGE INCREASE

Effective January 1, 2004, all wage rates will be increased by 2 percent over the rates of pay in effect December 31, 2003.

Effective July 1, 2004, all wage rates will be increased by 0.5 percent over the rates of pay in effect June 30, 2004.

Effective January 1, 2005, all wage rates will be increased by 2 percent over the rates of pay in effect December 31, 2004.

Effective July 1, 2005, all wage rates will be increased by 0.25 percent over the rates of pay in effect June 30, 2005.

Effective January 1, 2006, all wage rates will be increased by 1.85 percent over the rates of pay in effect December 31, 2005.

APPENDIX D

CHILD CARE WORKERS

All terms and conditions of the MBSD/MTEA educational assistant contract shall apply to child care workers except as herein modified as well as the terms and conditions set forth below:

- 1. **NON-RELEVANT CONTRACT PROVISIONS.** The following provisions of the educational assistant contract do not have relevance to child care workers and therefore do not apply:

Part II, Section I (paragraphs 2, 3, and 4), Biweekly Paychecks

Part V (except Section E, Seniority)

1 Part VI, Section K(1), and (5), Work Calendar

2
3 Part VI, Section P, Assignment of Supervision Duties

4
5 **2. DEFINITIONS:**

6
7 a. **PRINCIPAL.** Wherever the words "principal" or "his/her designee" or any
8 derivative thereof appear in the contract, they shall be replaced by the words
9 "immediate supervisor."

10
11 b. **EDUCATIONAL ASSISTANTS OR ASSISTANTS.** Whenever the words
12 "educational assistants" or "assistants" or any derivative thereof appear in the
13 contract, they shall be replaced by the word "child care workers." The
14 aforementioned changes shall apply to all sections of the contract.

15
16 **3. DAYS EMPLOYED.** Child care workers shall be employed on a 12-month basis
17 or the calendar of the school to which they are assigned.

18
19 **4. TWELVE-MONTH EMPLOYEES.** The following provisions shall apply to
20 child care workers employed on a 12-month basis.

21
22 a. **HOLIDAYS.** Child care workers employed on a 12-month basis shall be
23 granted a holiday for each of the following days: New Year's Day, the last
24 workday prior to the day celebrated for New Year's Day, Good Friday, Memorial
25 Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving,
26 Christmas Day, and the last workday prior to the day celebrated for Christmas.
27 When a holiday falls on a Sunday, it shall be celebrated on the following workday.
28 When a holiday falls on a Saturday, it should be celebrated on the preceding
29 workday.

30
31 b. **VACATION.** Child care workers employed on a 12-month basis shall
32 receive annual vacations of three weeks after one year of service, four weeks after
33 nine years of service, and five weeks after 19 years of service in accordance with
34 the following procedure:

35
36 Employees with less than nine years of service shall accrue 0.057693 hours of
37 vacation for each hour paid excluding overtime hours. These employees may
38 accumulate a total balance which may not exceed 240 hours (six weeks) in
39 any pay period.

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On the first full pay period following completion of nine years of service and thereafter, the employee shall accrue 0.076924 hours of vacation for each hour paid excluding overtime hours. This employee may accumulate a total vacation balance which may not exceed 320 hours (eight weeks) in any pay period.

On the first full pay period following completion of 19 years of service and thereafter, the employee shall accrue 0.096154 hours of vacation for each hour paid excluding overtime hours. This may accumulate a total vacation balance which may not exceed 400 hours (ten weeks) in any pay period.

The current vacation balance shall be placed on the employee's check stub.

c. **SICK LEAVE.** The sick leave provisions for child care workers employed on a 12-month basis shall be that as set forth in Part VI, Section G, of the contract except that the maximum accumulation of sick days to the credit of the employees at the end of the month shall not exceed 150 workdays at full pay and accumulation thereafter to an unlimited total of workdays at half pay.

5. **INCLEMENT WEATHER.** If a child care worker works on a day when other educational assistants are not required to work because of inclement weather, he/she shall receive compensatory time off on a straight time basis. The employee shall select the time off within one year subject to the approval of the supervisor. Employees who have taken a sick day or vacation day shall not have these days deducted from their sick leave or vacation balances.

6. **ACT OF GOD.** In the event an employee is prevented from performing duties by reason of an epidemic, act of elements, fire, or civil commotion within the city of Milwaukee, he/she shall receive full regular compensation provided that, during any such period, the child care worker shall perform such duties as are assigned.

7. **LAYOFFS.** In the event of a reduction in the number of child care workers, the reduction shall occur in the inverse order of seniority from the least senior to the most senior within the affected program/classification provided the more senior child care worker can perform the duties of the position. The Board shall, in preparing for the layoff, discuss with the MTEA the seniority status of the child care workers to be affected. This discussion shall take place no later than ten days prior to the notice of layoffs to the affected child care workers or sooner if the information is available.

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Child care workers reduced out of the child care worker classification shall be placed on the educational assistant reinstatement and reassignment list and referred to positions based upon their system-wide seniority dates. Any child care worker reduced out of classification shall be recalled to the classification in order of system-wide seniority provided the assistant is able to perform the duties of the available position. All hours worked as a child care worker shall count as a part of the individual's total hours accumulation for the purpose of holiday pay benefits and for placement on the increment schedule of other assistant unit positions with the exception of the paraprofessional position.

Child care workers who have been identified in the above paragraph for layoff shall be notified in writing of the layoff by the Board at least 20 days prior to layoff.

A child care worker who has been laid off shall be treated in the same manner as an employee on leave for purposes of Board-paid insurances.

The Department of Human Resources shall notify a child care worker of recall by certified mail, return receipt requested. Mail should be sent to the address of the employee on file with the payroll department. The Board shall mail to the MTEA a copy of each recall notice within one workday of the employee's notice.

A child care worker shall have four workdays from the date the recall notice is sent to respond and a maximum of five workdays from the date the recall notice is sent to report to work. If an employee does not respond to recall notice within the time limits and the employee can demonstrate that he/she did not receive the notice in a timely manner, the employee will retain his/her recall rights.

Child care workers shall retain recall rights for a period of three calendar years from the date of layoff.

8. WORK SCHEDULE. Each workday will consist of 5.5 hours, including a 30-minute unpaid lunch.

9. LICENSURE. On initial employment by the Board, and annually thereafter no later than January 30, a child care worker must present evidence of licensure by the state of Wisconsin to the Office of Classified Staffing.

1 10. **CONTINUING EDUCATION.** Child care workers must maintain their licensure
2 required by the Department of Health and Family Services. Child care workers shall be
3 eligible for tuition reimbursement.
4

5 11. **REASSIGNMENT.** The MTEA recognizes the statutory power of the
6 superintendent to appoint, assign, and reassign educational assistants subject to the
7 following conditions:
8

9 a. Each year prior to June 1, the schools shall determine whether any adjustment
10 need to be made in the number of child care workers effective July 1.
11

12 If it is necessary to reduce the number of child care workers, it shall be done in
13 order of inverse system-wide seniority. Reassignment to a general position shall
14 be done in accordance with Part V of the contract.
15

16 b. Whenever child care worker assignments become available, notice of these
17 assignments shall be mailed to the building where child care workers are currently
18 assigned. The assignments shall be posted for ten workdays. Child care workers
19 interested in transferring to a different assignment shall file a transfer request.
20

21 Transfers shall be granted in order of system-wide seniority. Child care workers
22 may only transfer voluntarily once per year.
23

24 12. **SALARY**
25

26 **Child Care Worker Salary Schedule**
27 **(12-Month)**
28

29	After One	After Two	After Three	After Four	After Five	
30	Year of	Years of	Years of	Years of	Years of	
31	Service	Service	Service	Service	Service	
32						
33						
34						
35	\$10.26	\$10.60	\$10.89	\$11.19	\$11.51	\$11.76
36						
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July 1, 2004

\$10.31	\$10.65	\$10.94	\$11.25	\$11.57	\$11.82
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January 1, 2005

\$10.52	\$10.86	\$11.16	\$11.48	\$11.80	\$12.06
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July 1, 2005

\$10.55	\$10.89	\$11.19	\$11.51	\$11.83	\$12.09
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January 1, 2006

\$10.75	\$11.09	\$11.40	\$11.72	\$12.05	\$12.31
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**Child Care Worker Salary Schedule
(School Calendar)**

Base	After 1,150 Hours	After 2,300 Hours	After 3,450 Hours	After 4,600 Hours	After 5,750 Hours
-------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

January 1, 2004

\$10.26	\$10.60	\$10.89	\$11.19	\$11.51	\$11.76
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July 1, 2004

\$10.31	\$10.65	\$10.94	\$11.25	\$11.57	\$11.82
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January 1, 2005

\$10.52	\$10.86	\$11.16	\$11.48	\$11.80	\$12.06
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July 1, 2005

\$10.55	\$10.89	\$11.19	\$11.51	\$11.83	\$12.09
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January 1, 2006

\$10.75	\$11.09	\$11.40	\$11.72	\$12.05	\$12.31
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APPLICATION OF WAGE INCREASE

Effective January 1, 2004, all wage rates will be increased by 2 percent over the rates of pay in effect December 31, 2003.

Effective July 1, 2004, all wage rates will be increased by 0.5 percent over the rates of pay in effect June 30, 2004.

Effective January 1, 2005, all wage rates will be increased by 2 percent over the rates of pay in effect December 31, 2004.

Effective July 1, 2005, all wage rates will be increased by 0.25 percent over the rates of pay in effect June 30, 2005.

Effective January 1, 2006, all wage rates will be increased by 1.85 percent over the rates of pay in effect December 31, 2005.

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APPENDIX E

**TWELVE-MONTH EDUCATIONAL ASSISTANTS
(Excluding School Safety Assistants and Child Care Workers)**

All terms and conditions of the MBSD/MTEA educational assistant contract shall apply to 12-month educational assistants except as herein modified as well as the terms and conditions set forth below:

1. **NON-RELEVANT CONTRACT PROVISIONS.** The following provisions of the educational assistant contract do not have relevance to 12-month educational assistants and therefore do not apply:

Part VI, Section P, Assignment of Supervision Duties

2. **TWELVE-MONTH EMPLOYEES.** The following provisions shall apply to educational assistants employed on a 12-month basis.

a. **HOLIDAYS.** Educational assistants employed on a 12-month basis shall be granted a holiday for each of the following days: New Year's Day, the last workday prior to the day celebrated for New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the last day after Thanksgiving, Christmas Day, and the last workday prior to the day celebrated for Christmas. When a holiday falls on a Sunday, it shall be celebrated on the following workday. When a holiday falls on a Saturday, it should be celebrated on the preceding workday.

b. **VACATION.** Educational assistants assigned to these programs shall earn vacation at the rate of 0.076925 per hour up to a maximum of 160 hours annually. An employee who leaves a 12-month position due to resignation, death, leave, military leave, or reassignment to a ten-month program shall be paid for earned vacation time that has been accumulated. An employee who leaves the position due to retirement or reassignment shall be paid for his/her earned vacation time that has accumulated prior to the effective date of retirement or reassignment.

The current vacation balance shall be placed on the employee's check stub.

c. **SICK LEAVE.** Sick leave with full pay shall be earned and credited at the rate of 0.067 hour for each hour paid by the Board for regularly scheduled hours.

1 These credits will be earned on a biweekly basis up to a maximum of 120 hours in
2 each sick leave year.

3
4 The unused balance of sick leave credit shall be accumulated to the employee's
5 credit provided that the balance to the credit of the employee at the end of each pay
6 period shall not exceed 1,200 hours at full pay and accumulative thereafter to an
7 unlimited total of hours at half pay. Accumulations of full-pay and half-pay sick
8 leave benefits shall be kept in separate accounts and shall not be transferable.

9
10 3. **INCLEMENT WEATHER.** If a 12-month educational assistant works on a day
11 when other educational assistants are not required to work because of inclement
12 weather, he/she shall receive compensatory time off on a straight time basis. The
13 employee shall select the time off within one year subject to the approval of the
14 supervisor. Employees who have taken a sick day or vacation day shall not have these
15 days deducted from their sick leave or vacation balances.

16
17 4. **ACT OF GOD.** In the event an employee is prevented from performing duties by
18 reason of an epidemic, act of elements, fire, or civil commotion within the city of
19 Milwaukee, he/she shall receive full regular compensation provided that, during any
20 such period, the 12-month educational assistant shall perform such duties as are
21 assigned.