

**CONTRACT**

**between**

**THE MILWAUKEE BOARD OF THE SCHOOL DIRECTORS**

**and**

**THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION**

**(School Accountants/Bookkeepers)**

**January 1, 2004**

**to**

**December 31, 2006**

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1 **C. CONDITIONS AND DURATION OF THE 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. Newly adopted language in this  
5 contract is not retroactive unless specifically stated to be. The Board and the MTEA for  
6 the life of this contract each voluntarily and unqualifiedly waives the right and each  
7 agrees that the other shall not be obligated to bargain collectively with respect to any  
8 subject or matter referred to or covered in this contract, except as otherwise provided  
9 herein.

10  
11 2. All expenditures or compensation to be paid employees in accordance with this  
12 agreement must first meet the requirements and procedures required by law and the  
13 provisions of Chapter 119 of the Wisconsin Statutes.

14  
15 3. Any reference to or interpretation of Chapter 119 as it relates to the foregoing  
16 paragraphs shall not be subject to arbitration.

17  
18 **D. NEGOTIATIONS**

19  
20 Either party to this contract may select for itself such negotiator or negotiators for the  
21 purposes of carrying on conferences and negotiations under the provisions of Section 111.70,  
22 Wisconsin Statutes, as such party may determine. No consent from either party shall be  
23 required in order to name such negotiator or negotiators.

24  
25 **E. GUIDELINES FOR NEGOTIATIONS**

26  
27 1. Conferences and negotiations for a new contract or for negotiations to amend this  
28 contract shall be conducted promptly by the parties in a good faith effort to reach a  
29 settlement and to meet the Board's budget deadline. In order to meet these deadlines  
30 and in an effort to expeditiously conclude negotiations, the parties will observe the  
31 following timetable:

32  
33 Both the Board and the MTEA shall submit proposals on September 15 and begin  
34 negotiations no later than three months prior to termination of the agreement.

35  
36 It is agreed that the dates specified in these guidelines may be waived by mutual consent  
37 of the parties.

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

3  
4 3. The negotiators for the Board and the MTEA shall recommend to the Board and  
5 the MTEA, respectively, that they ratify any contract reached in negotiations. Upon  
6 ratification, the agreement shall be reduced to writing and signed by both parties.

7  
8 The Board shall provide without cost to the MTEA enough copies of the tentative  
9 contract in mimeograph form for each member of the bargaining unit for ratification. In  
10 addition, the Board shall provide without cost to the MTEA enough copies of the  
11 printed contract in booklet form for each employee in the bargaining unit and any new  
12 employees employed in the bargaining unit.

13  
14 The MTEA shall also be provided without cost 100 copies of the printed contract in  
15 booklet form for their use. The printed contract in booklet form shall be made available  
16 to the MTEA as soon as possible after both parties have ratified the contract.

17  
18 **F. AGREEMENT, RULES, AND PROCEDURES**

19  
20 1. **AGREEMENT AND EXISTING RULES.** This contract shall include existing  
21 rules of the Board which primarily relate to wages, hours, and conditions of  
22 employment of MTEA bargaining unit members at the time the agreement is entered  
23 into. Where the contract requires changes in rules, "existing rules" shall mean the rules  
24 as amended as required by the contract.

25  
26 2. **AMENDMENTS TO RULES OR BOARD POLICIES**

27  
28 a. Where any rule or Board policy is in conflict with any specific provision of  
29 the contract, the contract shall govern.

30  
31 b. The MTEA shall be provided a copy of any new rule or Board policy or  
32 amendment to any rule or Board policy.

33  
34 c. Where there is any new rule or Board policy or amendment to any rule or  
35 Board policy which is primarily related to wages, hours, and working conditions of  
36 the members of the bargaining unit and the contract is silent, the MTEA may  
37 request to initiate negotiations and obligate the Board to negotiate over such new  
38 rule or Board policy or amendment thereto. If, after a reasonable period of  
39 negotiations with the Board or its representative, no agreement has been reached,

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  
12 **G. NEGOTIATIONS OF POSITION DESCRIPTIONS**

13  
14 During the term of this contract, the Board shall retain the right to establish or change  
15 position descriptions. Where new position descriptions or changes in existing position  
16 descriptions have a major effect on the wages, hours, and conditions of employment of  
17 members of the bargaining unit, the impact of said changes dealing with wages, hours, or  
18 working conditions shall be negotiated.

19  
20  
21 **PART II**

22  
23 **A. RECOGNITION**

24  
25 The Board recognizes the MTEA as the duly certified, exclusive, collective bargaining  
26 representative for all school accountants/bookkeepers (hereinafter referred to as employees)  
27 employed by the Board, excluding supervisors and confidential employees, as defined in the  
28 appropriate "Certification of Representatives" promulgated by the WERC, and pursuant to  
29 the provisions of Section 111.70, Wisconsin Statutes. The MTEA shall represent all such  
30 employees for the purposes of conferences and negotiations on questions of wages, hours,  
31 and conditions of employment. This clause shall not be interpreted for purposes other than  
32 identifying the bargaining representative and the bargaining unit.

33  
34 **B. MTEA NEGOTIATING COMMITTEE**

35  
36 Meetings for collective bargaining shall involve members designated by the MTEA and the  
37 Board. Employees shall be released for such matters without loss of sick leave or salary  
38 when meetings are scheduled during the school day. Every effort will be made to schedule

1 meetings at times other than during the regular workday. Meetings held during the regular  
2 workday will be scheduled by mutual consent.

3  
4 **C. MANAGEMENT RESPONSIBILITIES**

5  
6 The MTEA recognizes the prerogative of the Board and the superintendent to operate and  
7 manage their affairs in all respects in accordance with their responsibilities. The Board and  
8 the superintendent on their own behalf hereby retain and reserve unto themselves all powers,  
9 rights, authority, duties, and responsibilities conferred upon and vested in them by the laws  
10 and the Constitution of the State of Wisconsin and of the United States. In exercise of the  
11 powers, rights, authority, duties, and responsibilities by the Board and superintendent, the  
12 use of judgment and discretion in connection therewith shall not be exercised in an arbitrary  
13 and capricious manner, nor in violation of the terms of this contract, Section 111.70 of the  
14 Wisconsin Statutes, nor in violation of the laws or the Constitution of the State of Wisconsin  
15 and of the United States.

16  
17 **D. MTEA RESPONSIBILITIES**

18  
19 As the certified collective bargaining representative, the MTEA will represent all persons in  
20 the bargaining unit. No MTEA activity shall interfere with the regular instructional program  
21 of the school, except as otherwise specified in this agreement.

22  
23 **E. DUES, FAIR SHARE, AND PAYROLL DEDUCTIONS**

24  
25 1. **DUES DEDUCTIONS.** The Board shall provide the MTEA with the opportunity  
26 to have its dues and the dues of its affiliates deducted from the checks of the employees  
27 desiring such service, provided that these deductions are evenly distributed over the  
28 number of pay dates set aside for this deduction. Dues deductions will begin on the  
29 biweekly payroll check following the submission of a dues authorization card to central  
30 services. The administration will continue to process cards within six workdays prior to  
31 the payroll check date. Under certain circumstances more time may be required--up to  
32 ten workdays.

33  
34 2. **FAIR SHARE.** All employees represented by the MTEA who have completed 60  
35 calendar days of service and are not members of the MTEA shall be required, as a  
36 condition of employment, to pay to the MTEA a proportionate share of the cost of the  
37 collective bargaining process and contract administration. Such charge shall be  
38 deducted from the employee's paycheck in the same manner as MTEA dues and shall be  
39 the same amount as the MTEA charges for regular dues, not including any special

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

3  
4 In consideration of this provision, the MTEA agrees:

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

13  
14 b. The MTEA further agrees to hold the Board harmless for any damages arising  
15 out of any legal action by any employee contesting the above set forth deduction  
16 from his/her salary. The Board and the MTEA agree to jointly defend against any  
17 such action.

18  
19 Changes in the amount of dues to be deducted shall be certified by the MTEA by  
20 August 1 of each year.

21  
22 3. **SAVINGS BONDS.** The Board shall continue to offer savings bonds in available  
23 denominations through payroll deductions.

24  
25 **F. MAILBOXES**

26  
27 The MTEA shall be free to use the employee's mailbox for the distribution of its  
28 communications.

29  
30  
31 **PART III**

32  
33 **SALARIES AND FRINGE BENEFITS**

34  
35 **A. SALARIES**

36  
37 The salaries for members of the bargaining unit for the term of this contract are set forth in  
38 Appendix A attached hereto.

1 **B. HEALTH AND DENTAL BENEFITS**

2  
3 This edition of the 2004-2006 school accountant/bookkeeper contract does not contain  
4 the language for the health and dental insurance provisions in effect from January 1,  
5 2004, through October 31, 2006.

6  
7 Eligible MTEA-represented employees of the Milwaukee Public Schools shall have the  
8 right to enroll in the health plan options described in this section.

9  
10 1. The Board shall provide medical benefits for its employees/dependents who  
11 elect to enroll in the health plans offered by the Board in accordance with the  
12 following:

13  
14 a. **PPO INDEMNITY HEALTH PLAN.** Effective November 1, 2006, the  
15 current PPO indemnity health plan shall be modified as indicated herein:

16  
17 1) The plan document for the PPO indemnity health plan provides a  
18 description of important details of the new plan and is incorporated by  
19 reference into this contract and shall be enforceable through the grievance  
20 procedure (Part VI) and in accordance with Part III, Section B(2). Unless  
21 required by state law or federal regulations, the Board shall not make any  
22 changes in the plan document without the express written agreement of the  
23 MTEA. The Board shall notify the MTEA of any changes made in the plan  
24 document resulting from changes in state law or federal regulation within  
25 30 days of the change.

26  
27 2) **SUMMARY DESCRIPTION.** A summary description of some of  
28 the more important covered medical services and plan design features of  
29 the PPO indemnity health plan are listed below. Where there is a  
30 difference between negotiated contract language (contained herein) and  
31 language in the plan document, the negotiated contract shall govern.  
32 Where the contract is silent, the plan document shall govern.  
33

1	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
2			
3			
4	<b>Plan Deductible</b> (per calendar year; applies before co-insurance is payable)	\$100 individual \$300 family	\$100 individual \$300 family
5			
6			
7			
8			
9	<b>Annual Co-Insurance Limit</b> (excludes deductible and co-pays; once family co-insurance limit is met, all family members will be considered to have met their co-insurance limit for the remainder of the calendar year.)	\$200 individual \$600 family	\$500 individual \$1,500 family
10			
11			
12			
13			
14			
15			
16			
17			
18			
19	<b>Lifetime Maximum</b>	\$2,382,000**** per covered individual in calendar 2005 (indexed to the medical CPI adjusted each January 1 thereafter)***	\$2,382,000**** per covered individual in calendar 2005 (indexed to the medical CPI adjusted each January 1 thereafter)***
20			
21			
22			
23			
24			
25			
26			
27	<b>Hospital Services</b>		
28	Inpatient coverage	90% after deductible	80% after deductible
29			
30	Outpatient coverage	90% after deductible	80% after deductible
31			
32			
33			
34			
35			
36	*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).		
37			
38			
39			
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.		

	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
1			
2			
3			
4	Emergency room (for emergency	\$50 co-pay	\$50 co-pay
5	as defined by the third party		
6	administrator [TPA]), including		
7	in-network and out-of-network		
8	physician services		
9			
10	Non-emergency use of the	50% after deductible	50% after deductible
11	emergency room		
12			
13	<b>Physician Services</b>		
14	Office visits (non-surgical)	\$10 co-pay	80% after deductible
15	to non-specialists		
16			
17	Routine physicals/immuniza-	\$10 co-pay	80% after deductible
18	tions: well-baby care to	(immunizations at	(immunizations at
19	age 2 (up to 10 routine	100% with co-pay	100% with
20	exams annually); children	waived for children,	deductible waived
21	age 2+ to age 7 (2 routine	birth to age 6)	for children, birth
22	exams annually); children		to age 6)
23	age 7+ to adult (1 routine		
24	exam annually); adults		
25	(1 routine exam annually)		
26			
27	Routine ob/gyn exam (1 routine	\$10 co-pay	80% after deductible
28	exam per calendar year; includ-		
29	ing 1 pap smear and related		
30	fees)		
31			
32	Routine mammography	90% after deductible	80% after deductible
33	(One mammogram per calendar		
34	year for covered females 40		
35	and over)		
36			
37			
38			
39			

\*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).

	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
1			
2			
3			
4	Specialist (office visits)	90% after deductible	80% after deductible
5			
6	Surgery	90% after deductible	80% after deductible
7			
8	Physician in-hospital services	90% after deductible	80% after deductible
9			
10	Allergy testing and treatment	90% after deductible	80% after deductible
11			
12	Allergy injections	90% after deductible	80% after deductible
13			
14	Immunizations and injections	90% after deductible	80% after deductible
15		(immunizations at	(immunizations at
16		100% with deductible	100% with
17		waived for children,	deductible waived
18		birth to age 6)	for children, birth to
19			age 6)
20			
21	Other physician services	90% after deductible	80% after deductible
22			
23	<b>Maternity</b> (coverage includes	90% after deductible	80% after deductible
24	voluntary sterilization and		
25	voluntary abortion)		
26			
27	<b>Contraceptives</b> (including	90% after deductible	80% after deductible
28	injectable contraceptives		
29	that are not self-administered		
30	and inserted and implanted		
31	contraceptive devices)		
32			
33			
34			
35			
36			
37			
38			
39			

\*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	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
3			
4	<b>Infertility Treatment</b>	90% after deductible	80% after deductible
5	Artificial insemination (6 cycles		
6	lifetime maximum). Advanced		
7	reproductive technology,		
8	including in vitro fertilization,		
9	GIFT, ZIFT to lifetime maximum of		
10	\$30,000.		
11			
12	<b>Diagnostic X-Ray &amp; Laboratory</b>	90% after deductible	80% after deductible
13	(other than physician's office)		
14			
15	<b>Durable Medical Equipment</b>	90% after deductible	80% after deductible
16			
17	<b>Prescription Drugs</b>		
18	Retail pharmacies (local	100% after 10%	100% after a 20%
19	and nationwide)	co-pay off discounted	co-pay for 30-day
20		charge, for 30-day	supply
21	Contraceptives (oral,	supply at Medco	
22	transdermal, and intra-	participating	
23	vaginal) fertility drugs	pharmacies	
24	(oral and injectable), and		
25	diabetic supplies included		
26			
27	No mandatory generics		
28			
29	Mail-order pharmacy program	100% after \$10 generic	N/A
30	(Medco)	and \$20 brand co-pay	
31		for a 90-day supply	
32			
33			
34			
35			
36			
37			
38			
39			
40	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical		
41	services received for the remainder of the calendar year are benefited at 100 percent (except for: office visit,		
42	urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health,		
43	outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		

1	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
2			
3			
4	<b>Mental Health Services</b>		
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
10	(including all mandated		30 visits per
11	providers)		calendar year***
12			
13			
14	<b>Alcohol/Drug Abuse</b>		
15	Inpatient coverage	90% after deductible up to 120 days per calendar year***	80% after deductible up to 40 days per calendar year***
16			
17			
18			
19	Outpatient coverage	90% after deductible** up to 120 visits per calendar year***	80% after deductible** up to
20	(including all mandated		30 visits per
21	providers)		calendar year***
22			
23			
24	<b>Ambulance</b> (covers medically necessary transportation only – if ambulance called unneces- sarily, no coverage is provided)	100% (deductible waived)	100% (deductible waived)
25			
26			
27			
28			
29	<b>Short-Term Rehabilitation</b>	90% after deductible	80% after deductible
30	(acute conditions only)		
31			
32	<b>Organ Transplants</b> (see National	90% after deductible	80% after deductible
33	Program for Medical Excellence)		
34			
35			

\*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.

	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
1			
2			
3			
4	<b>Physical/Speech/Occupational Therapy</b> (inpatient and out-	90% after deductible	80% after deductible
5	patient)		
6			
7			
8	<b>Radiation Therapy</b> (inpatient and	90% after deductible	80% after deductible
9	outpatient)		
10			
11	<b>Chemotherapy</b> (inpatient and out-	90% after deductible	80% after deductible
12	patient)		
13			
14	<b>Blood/Blood Plasma</b>	90% after deductible	80% after deductible
15			
16	<b>Chiropractic</b>	90% after deductible	80% after deductible
17		up to 50 visits	up to 50 visits
18		per calendar year***	per calendar year***
19			
20	<b>Oral Surgery</b> (procedures covered	90% after deductible	80% after deductible
21	by Aetna U.S. Healthcare on		
22	October 27, 2000)		
23			
24	<b>TMJ</b> (surgical and non-surgical	90% after deductible	80% after deductible
25	diagnosis and treatment)		
26			
27	<b>Prosthetic/Orthotic Appliances</b>	90% after deductible	80% after deductible
28			
29	<b>Podiatrist Services</b>	90% after deductible	80% after deductible
30			
31	<b>Weight Loss</b>	90% after deductible	80% after deductible
32			
33	<b>Urgent Care/Walk-In Clinic</b> (not	\$35 co-pay	80% after deductible
34	considered an emergency)		
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\*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).

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

1	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
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4	<b>Skilled Nursing Facility</b>	90% after deductible up to 120 days per calendar year***	80% after deductible up to 120 days per calendar year***
5			
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8	<b>Home Health Care</b>	90% after deductible up to 120 visits per calendar year***	80% after deductible up to 120 visits per calendar year***
9			
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11			
12	<b>Private Duty Nursing</b>	90% after deductible up to 70 eight- hour shifts per calendar year***	80% after deductible up to 70 eight-hour shifts per calendar year***
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17	<b>Hospice Care</b>		
18	Inpatient coverage	90% after deductible up to 45 days***	80% after deductble up to 45 days***
19			
20			
21	Outpatient coverage	90% after deductible up to a maximum benefit of \$10,000***	80% after deductible up to a maximum benefit of \$10,000***
22			
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26	<b>National Program for Out-of-</b>	N/A	Included
27	<b>Network Discounts</b>		
28			
29	<b>A National Program of Medical</b>	Included	N/A
30	<b>Excellence</b> (Coordinates medical		
31	care with nationally respected		
32	doctors, clinics, and hospitals.		
33	Travel expenses for the member		
34	and a companion are covered –		
35	up to a maximum of \$10,000 per		
36	episode.)		
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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 \*\*\*Maximums are a combined limit for in-network and out-of-network.  
43

1	<b>Covered Medical Services/ Plan Design Features</b>	<b>In-Network Payment*</b>	<b>Out-of-Network Payment*</b>
2			
3			
4	<b>Inpatient Precertification and</b>	Provider initiated	Member initiated
5	<b>Concurrent Review</b> (applies to		(Not required for
6	inpatient hospital, treatment		employees/
7	facility, skilled nursing		dependents
8	facility, home health care,		enrolled in
9	hospice care & private duty		Medicare as
10	nursing care)		primary)
11			
12	Penalty to employee for	None	\$300 penalty.
13	failure to precertify		Applies per
14			occurrence (Does
15			not apply to
16			employees/
17			dependents
18			enrolled in
19			Medicare as
20			primary)
21			
22	<b>Claim Submission</b>	Provider initiated.	Member initiated,
23		Two-year filing	member
24		requirement	ultimately
25			responsible. Two-
26			year filing
27			requirement
28			

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

**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.)

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\*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).

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 B(3). Enrollment at other times is not allowed.
Continuation	Standard COBRA continuation applies.
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 B(1)(a)(10). Coordination of Benefits (COB) 100% without a bank applies when retiree/dependent is Medicare primary. See Section B(1)(a)(10).
Order of Benefit Determination	Standard rules apply (parent birthday, divorced or separated parent, retired or laid off, continuation, cost containment).

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

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### 3) PLAN DESIGN

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a) **In-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 in-network shall be subject to a 10 percent individual-paid co-insurance amount until the annual in-network co-insurance limit of \$200 per individual/\$600 per

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family is reached. Once the in-network co-insurance limit is reached in a calendar year, all covered medical expenses provided in-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 office visit, urgent care, emergency room, and prescription co-pays; deductibles; and penalty payments) that an employee/family will have to pay for in-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.

**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.

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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.

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

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

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

a) **Medical Necessity shall mean:** The definition of medical necessity as contained in negotiating note C dated August 1, 2006.

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

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

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d) **The Negotiated Plan Document.**

5) **SELF-FUNDING.** The PPO indemnity health plan 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 PPO indemnity health 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 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.

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

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

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

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

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

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

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

e) Other than for deductible, co-insurance, and co-payments, participants in the PPO indemnity health plan shall not be responsible for paying a balance bill for covered services from an in-network provider, when the covered services were provided by an in-network provider.

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

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

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

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Viagra and Similar Medications:

- a) Effective July 1, 2002, Viagra and similar medications shall be covered only through participating pharmacies of the Aetna pharmacy network in accordance with "Viagra endorsement" language to include all subsequent standard Viagra endorsement changes made by the TPA.
- b) Effective July 1, 2002, Viagra and similar medications shall not be covered through the mail-order pharmacy program.
- c) Effective November 1, 2006, Viagra and similar medications shall no longer be covered by the PPO indemnity health plan.

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.

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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.

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

Dispute Resolution Procedure:

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

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

1           **10) COORDINATION OF BENEFITS (COB).** COB, as it applies to  
2 dependents of active employees (including employees on leave) and  
3 retirees/dependents not Medicare primary enrolled in the PPO indemnity  
4 health plan, shall be administered in accordance with Maintenance of  
5 Benefits (MOB) per transaction without a bank. The parties agree that  
6 inclusion of this provision is a specifically negotiated limited exception to  
7 Part III, Section B(1)(a)(5), of the contract.  
8

9           COB, as it applies to retirees/dependents who are covered by Medicare as  
10 primary and enrolled in the PPO indemnity health plan, shall be  
11 administered in accordance with COB 100 percent without a bank. In  
12 implementing this provision, the Medicare primary retiree/dependent shall  
13 be covered under the PPO indemnity health plan with access to any  
14 provider and with medical benefits provided on an out-of-network basis  
15 subject to the following modifications: 1) access to in-network and out-of-  
16 network retail and mail-order pharmacy services with co-pays not subject  
17 to the annual co-insurance limit and 2) the National Program of Medical  
18 Excellence benefit shall be included.  
19

20           **11) UTILIZATION MANAGEMENT.** The following utilization  
21 management provisions shall apply to administration of the PPO indemnity  
22 health plan. Only those utilization management procedures described in  
23 this contract shall apply to administration of the plan.  
24

25           a) **Precertification and Concurrent Review.** All non-emergency  
26 inpatient admissions (in-network and out-of-network) to a hospital,  
27 skilled nursing facility, or other treatment facility and services for  
28 home health care, hospice care, and private duty nursing care must be  
29 precertified and are subject to concurrent review by the TPA. The  
30 provider (usually the admitting/attending physician) is responsible for  
31 initiating precertification when the employee/ dependent uses in-  
32 network providers. If the employee/dependent uses out-of-network  
33 providers, the employee/dependent must telephone the TPA (phone  
34 number on the identification card) in advance of the admission and  
35 provide the name and address of the treating physician and the name  
36 of the facility of admission.  
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38           In the event of an emergency admission, an in-network provider/  
39 facility is responsible for initiating concurrent review. However, when

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using an out-of-network provider/facility, the employee/ dependent must contact the TPA within 48 hours of an emergency admission (extended to 72 hours if confinement begins on a Friday or Saturday) to initiate concurrent review. If the employee/dependent using an out-of-network provider/facility fails to comply with these requirements, a penalty of \$300 per occurrence shall apply.

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

b) Any and all utilization management procedures used by the TPA with network providers under standard administration of its PPO indemnity health plan (in effect March 1, 2001) may be utilized to administer the PPO indemnity health plan. The Board agrees to negotiate a provision in its administrative services contract with its TPA which requires the TPA to inform the Board and the MTEA of any changes in its standard utilization management procedures and which prohibits the TPA from making any changes which change benefits without approval of the Board.

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

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

**13) UCR HOLD HARMLESS.** The following hold harmless procedure pertaining to UCR cutbacks from out-of-network providers shall apply. If an employee/dependent notifies the TPA that a medical provider continues to bill the employee/dependent for the balance of a bill that exceeded the UCR level, the TPA shall, within ten workdays, attempt to reach a resolution directly with the medical provider. If the employee/dependent receives a notice from a collection agency or law firm, the TPA shall contact the agency or law firm to protect the employee/dependent's credit record. If the employee/dependent receives a subpoena, the Milwaukee

1 Board of School Directors shall provide legal representation paid for by the  
2 TPA. The TPA shall provide expert witness testimony. If the  
3 employee/dependent does not prevail in court, the plan shall pay court  
4 costs, collection fees, and the amount over the usual and customary  
5 allowance.  
6

7 No agreement (or standard form) signed by or on behalf of an  
8 employee/dependent with a provider shall waive the employee/ dependent's  
9 rights to the UCR hold harmless provision. However, payment by the  
10 employee/dependent of all or any portion of the UCR cutback amount will  
11 waive the employee/dependent's rights to the UCR hold harmless provision  
12 for the amounts paid. Cooperation of the employee/dependent with the  
13 TPA and the Board's legal counsel, including prompt notice of the dispute  
14 to the TPA or the Board, is required for the employee/dependent to be  
15 eligible for the benefits of this provision.  
16

17 Effective for claims incurred on or after March 1, 2001, if an  
18 employee/dependent discovers that despite the safeguards negotiated  
19 above, a medical provider has entered information about a disputed UCR  
20 amount in the employee/dependent's credit report, the Board shall  
21 reimburse the MTEA for legal representation provided by the MTEA to  
22 contest the validity of the medical provider's information and to have the  
23 information removed from the employee/dependent's credit report. In the  
24 event that a UCR dispute is settled or the dispute goes to court and the  
25 medical provider's claim is dismissed or the plan is ordered to pay the  
26 disputed amount, the Board shall reimburse the MTEA for legal  
27 representation provided by the MTEA to have any related information  
28 removed from the employee/dependent's credit report. Board  
29 reimbursement for this purpose when combined with the costs of legal  
30 representation provided in 14 below, shall not exceed \$150,000 per fiscal  
31 year commencing July 1, 2002. Reimbursement by the Board shall cover  
32 the agreed upon legal services contained in negotiating notes A and B  
33 dated August 1, 2006.  
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35 Effective November 1, 2006, the UCR hold harmless provision is  
36 eliminated.  
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38 **14) MEDICAL NECESSITY HOLD HARMLESS.** Medical necessity  
39 hold harmless procedures shall be maintained for out-of-network providers.

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This procedure shall include legal representation provided by the Board's legal counsel at no cost to the employee/dependent. The TPA shall provide expert witness testimony. If the employee/dependent does not prevail in court, the plan shall pay court costs, collection fees, and the amount determined by the TPA not to be medically necessary.

No agreement (or standard form) signed by or on behalf of an employee/dependent with a provider shall waive the employee/ dependent's rights to the medical necessity hold harmless provision. However, payment by or on behalf of the employee/dependent of all or any portion of the medical charges denied due to lack of medical necessity will waive the employee/dependent's rights to the medical necessity hold harmless provision for the charges paid. Full cooperation of the employee/dependent with the TPA and the Board's legal counsel, including prompt notice of the dispute to the TPA or to the Board and signing a cooperation agreement, are required for the employee/dependent to be eligible for the benefits of this provision.

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

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

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

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

17) **RAPS AND OTHER PROVIDER COVERAGE.** When out-of-network radiology, anesthesiology, and pathology (RAPS) services are provided at an in-network facility (hospital or outpatient surgical facility), claims from these out-of-network providers shall be benefited after the deductible at 90 percent of the negotiated UCR allowance in accordance with Part III, Section B(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 III, Section B(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

1 networks to attempt to ensure that when employees/dependents use  
2 network hospitals and network admitting or attending physicians, that out-  
3 of-network consulting, assisting, and other physicians are not used unless  
4 specifically requested by employees/ dependents.  
5

6 In addition, the standard policies of the TPA shall apply to RAPS and other  
7 provider claims, as appropriate, when not specifically addressed above.  
8

9 When an in-network physician provides office-based medical services, but  
10 uses out-of-network diagnostic or other provider services, the following  
11 shall apply:  
12

13 a) If notified of such a circumstance by the employee/dependent, the  
14 employer, the MTEA, or the TPA shall contact the network physician  
15 and remind him/her of the contractual obligation to use network  
16 providers.  
17

18 b) Where deemed appropriate and to the overall benefit of creating a  
19 seamless provider network, the TPA shall initiate steps to bring the  
20 out-of-network provider into the network.  
21

22 c) The TPA, the Board, and the MTEA shall use whatever means  
23 and take whatever steps are necessary to persuade the network  
24 physician and out-of-network provider to write off any deductible and  
25 coinsurance charge accruing to the employee/dependent.  
26

27 **18) DEPENDENT DAUGHTERS COVERED.** Dependent daughters of  
28 employees shall be covered for all prenatal and maternity benefits provided  
29 by the plan. (See Section B[5][b][4], dependent eligibility for coverage for  
30 grandchildren.)  
31

32 **b. HEALTH MAINTENANCE ORGANIZATION (HMO)/EXCLUSIVE**  
33 **PROVIDER ORGANIZATION (EPO) OPTIONS.** As a voluntary option to  
34 the PPO indemnity health plan, employees may enroll in HMO coverage  
35 offered by CompcareBlue and UnitedHealthcare. Family Health Plan (FHP)  
36 shall not be available to MTEA-represented employees after March 1, 2001.  
37 Employees enrolled in FHP on November 1, 2000, will be required to select a  
38 new health plan during the 2000-2001 school year open enrollment period.  
39 CompcareBlue shall not be available to MTEA-represented employees effective

1 November 1, 2002. Employees enrolled in CompCareBlue on September 1,  
2 2002, will be required to select a new health plan during the September, 2002,  
3 open enrollment period. Any employee/dependent enrolled in CompCareBlue  
4 on September 1, 2002, who does not select a new health plan during the  
5 September open enrollment, shall be enrolled in UnitedHealthcare.  
6

7 1) The group master contracts which provide a detailed description of the  
8 benefits of the CompCareBlue and UnitedHealthcare HMO plans agreed  
9 upon by the parties to be in effect on and after March 1, 2001, are  
10 incorporated by reference into this contract and shall be enforceable  
11 through the grievance procedure (Part VI) and in accordance with Part III,  
12 Section B(2). Employees who enroll in one of the HMO plans shall be  
13 provided with a detailed description of their plan by the HMO. The MTEA  
14 shall be provided with a copy of each group master contract after they are  
15 executed.  
16

17 The HMO plans offered to employees/retirees and dependents effective  
18 March 1, 2001, shall contain the following features:  
19

20 a) Each plan shall provide a standard high option level of benefits as  
21 modified by the parties (as indicated in the benefit summary dated  
22 October 19, 2000). Effective November 1, 2006, Choice EPO benefits  
23 shall be provided as noted in benefit highlights summary dated  
24 September 29, 2004. Effective November 1, 2006, Viagra and similar  
25 medications shall not be covered under the Choice EPO plan (retail  
26 and mail-order).  
27

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

31 c) Effective November 1, 2006, the mail-order prescription  
32 medication program offered through the Choice EPO third party  
33 administrator shall be offered to MTEA-represented employees  
34 enrolled in the Choice EPO plan and shall require a \$10 generic and  
35 \$20 brand name co-payment by employees/dependents for a 90-day  
36 supply of medication per prescription. Medication shipments shall  
37 continue to be provided at no cost to employees/dependents.  
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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

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

1 health insurance benefits as promulgated now or in the future by the  
2 Wisconsin Commissioner of Insurance which are applicable to a fully  
3 insured health insurance plan shall be included in the UnitedHealthcare  
4 HMO plan even if such mandated benefits apply to health insurance plans  
5 generally and exclude self-funded plans. The effective date of any benefit  
6 change will be the first date that the plan would be required, under present  
7 laws or regulations or as such laws or regulations may be enacted in the  
8 future, to implement that change had the plan been fully insured.  
9

10 Effective November 1, 2006, the self-funded EPO health plan shall be  
11 converted to the Choice EPO (UnitedHealthcare). The Choice EPO health  
12 plan allows participants the freedom to see any physician or other health  
13 care professional from the network, including specialists, without a  
14 referral. With this plan, participants will receive benefits as specified in  
15 the summary plan description (SPD) when participants seek care from a  
16 network physician, facility, or other health care professional.  
17

18 **2. DISPUTE RESOLUTION.** Individuals, who believe they have been  
19 improperly denied benefits under the provisions of the PPO indemnity health plan or  
20 an HMO/EPO plan, shall first utilize and exhaust the appeal procedures available  
21 under their health plan.  
22

23 If a claim denial is upheld in the plan appeal process, the individual may then file a  
24 grievance under the provisions of the contract except that where the denial is based  
25 on the proper application of medical necessity criteria and/or general plan  
26 exclusions, it shall not proceed to arbitration.  
27

28 The MTEA may file a grievance over any matter involving a claim denial or any  
29 other matter involving a violation of the contract including:  
30

- 31 a. Matters impacting a group of bargaining unit members.
- 32
- 33 b. Matters having a substantial impact on benefits provided under the plan.  
34

35 **3. SEPTEMBER OPEN ENROLLMENT.** During September of each year,  
36 there shall be an annual open enrollment period in accordance with the long-standing  
37 past practice of the district with plan coverage effective November 1. The open  
38 enrollment period allows active employees to enter a health plan, add dependents, or  
39 change health plans without pre-existing condition limitations. The open enrollment

1 period also allows retirees/surviving spouses to change health plans and retirees to  
2 add dependent children without pre-existing condition limitations.

3  
4 **4. PREMIUM PAYMENT**

5  
6 a. Except as provided in 4(b) below, the Milwaukee Board of School  
7 Directors shall pay the full premium cost (single or family), including vision,  
8 for eligible employee participation in the PPO indemnity health plan or 100  
9 percent of the premium for the HMO/EPO plan, whichever the employee  
10 chooses. Employees on unpaid leave, self-paid retirement, and COBRA  
11 extension shall pay the full premium (after tax) as determined by the district.

12  
13 b. Effective November 1, 2006, if the PPO indemnity health plan premium  
14 rate increase for either the active single or active family plan is more than 17  
15 percent above the previous fiscal year, the share paid by active employees  
16 enrolled in the PPO indemnity health plan will become 2.5 percent of the  
17 premium commencing November 1 of that fiscal year.

18  
19 **5. DEPENDENT ELIGIBILITY.** Dependent coverage shall be provided to  
20 employee spouses/dependents under the PPO indemnity health plan or the optional  
21 HMO/EPO plan in accordance with the following:

22  
23 a. Spouse – person to whom the subscriber is legally married.

24  
25 b. Dependent Child – includes the following:

26  
27 1) Natural or adopted child of the subscriber.

28  
29 2) Stepchild – natural or adopted child of the subscriber's spouse for  
30 whom the subscriber and/or spouse provides more than 50 percent of the  
31 child's support during a calendar year.

32  
33 3) Legal Ward – child for whom the subscriber or current spouse is the  
34 legal guardian and for whom the subscriber and/or spouse provides more  
35 than 50 percent of the child's support during a calendar year.

36  
37 4) Grandchild – child of the subscriber's dependent child for whom the  
38 subscriber and/or spouse provides more than 50 percent of the grandchild's

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

c. Coverage Ceases

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

2) Dependent Child

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

b) After the child attains age 19, coverage ends at the end of the month 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.

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

d) 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.

e) 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

1 ward. For example, a stepchild's parent is no longer legally married to  
2 the subscriber.

3  
4 f) Emancipation – coverage ends at the end of the month in which  
5 the child is legally emancipated, even if the emancipation occurs prior  
6 to the attainment of age 19.

7  
8 d. Addition of Dependent

9  
10 1) Adding a Dependent – to add a dependent, the MPS Division of  
11 Benefits and Insurance Services must be notified within 31 calendar days  
12 of the event which allows a new person to be eligible for coverage. If  
13 notification is received within 31 calendar days, dependent coverage shall  
14 be effective on the date of the qualifying event. Otherwise, the new  
15 dependent may be added only during an open enrollment period. Examples  
16 of the above would be a marriage or return of a child to a dependent status.

17  
18  
19 2) Birth or Adoption of a Child – commencing on the date of birth or  
20 placement, the child will be covered during the first 60 calendar days under  
21 his/her own name. For coverage beyond 60 calendar days, the parent must  
22 file a new application with the MPS Division of Benefits and Insurance  
23 Services, adding the child, within 60 calendar days of the date of birth or  
24 placement. Otherwise, the child may be added only during an open  
25 enrollment period.

26  
27 **6. SHARED SAVINGS.** Unless otherwise specified, savings from negotiated  
28 changes in the comprehensive indemnity/PPO plan and the HMO plans, effective  
29 March 1, 2001, and thereafter, shall be shared with employees in accordance with  
30 the provisions of this agreement, beginning with savings realized in FY 01/02, and  
31 thereafter, in accordance with the following:

32  
33 a. The amount of the savings from negotiated plan changes shall be jointly  
34 determined by the Board's consultant and the MTEA's consultant. Costs for  
35 consultant services shall be paid by each party respectively.

36  
37 b. In determining savings for FY 01/02, 02/03, and 03/04, the projected cost  
38 estimates for the basic/major medical plan with BC/BS administration, prepared  
39 by Milliman and Robertson (M&R) in its report dated October 25, 2000, shall

1 be used to establish a baseline. Estimated and actual savings for each year shall  
2 be calculated from these baseline amounts.

3  
4 The consultants shall jointly determine the figures for the basic/major medical  
5 plan with BC/BS administration plan cost estimates for FY 04/05 and beyond.

6  
7 c. The estimated cost savings for the negotiated plan changes for FY 01/02,  
8 02/03, and 03/04 shall be those prepared by M&R in its report dated  
9 October 25, 2000.

10  
11 The Board and MTEA consultants shall jointly determine the estimated cost  
12 savings for FY 04/05 and beyond.

13  
14 d. The Board shall retain all savings equal to 75 percent of the annual  
15 estimated cost savings (as determined in c above) in FY 01/02 and 50 percent of  
16 the annual estimated cost savings in FY 02/03 and in subsequent fiscal years.

17  
18 e. No later than September 1 following each fiscal year, the consultants shall  
19 jointly determine the actual savings obtained from the negotiated health plan  
20 changes for the prior fiscal year (July 1 to June 30). If there are actual health  
21 plan savings in excess of the amount retained by the Board in a fiscal year, the  
22 additional savings up to an amount equal to that retained by the Board shall be  
23 distributed equally to all employees (limited to one share per family) enrolled in  
24 the comprehensive indemnity/PPO plan and in the HMO plans. Employee  
25 shared savings shall be contributed into a 403b Tax Deferred Annuity or into a  
26 125 Flexible Spending Account or a 129 Dependent Care Account as elected by  
27 each employee on an annual basis.

28  
29 Savings beyond these amounts shall accrue to the Milwaukee Board of School  
30 Directors and be distributed to all employees (in accordance with Section e  
31 above) on an equal basis.

32  
33 f. Only employees enrolled in a health plan for eight months or more during a  
34 fiscal year shall be eligible for the shared savings contribution for that fiscal  
35 year.

36  
37 g. Shared savings contributions to a 403b Tax Deferred Annuity shall be  
38 made on a 20-paycheck basis during the school year commencing on the first  
39 pay date in January following the end of the fiscal year in which the shared

1 savings were earned. Shared savings contributions to a 125 or 129 account  
2 shall be made as a lump sum contribution on the first pay date in January  
3 following the end of the fiscal year in which the shared savings were earned.  
4

5 h. Any disputes arising between the consultants which affect the amount  
6 employees receive as shared savings under this provision shall be subject to the  
7 grievance procedure commencing at the third step.  
8

9 Shared savings language shall sunset effective July 1, 2004.  
10

11 7. The Board shall pay its portion of the premium as outlined in Part III, Section  
12 B(4), Premium Payment, single or family coverage of regularly employed personnel.  
13 Family coverage shall continue to be provided to single persons who become  
14 married or who become parents without any waiting period or pre-existing condition  
15 limitations, provided the single person submits a family coverage application form  
16 within 31 calendar days of the marriage date, 60 calendar days of the birthdate or  
17 adoption date. If application is made in this fashion, the family coverage shall begin  
18 on the date of the marriage, birth, or adoption.  
19

20 8. Effective November 1, 2006, medical and dental coverage for a new or  
21 returning employee begins on the first day of the month following one month of  
22 employment, provided the employee applies for coverage within 31 days of hire or  
23 return to work.  
24

25 Applications received later than 31 days after the first day of employment shall not  
26 be accepted, and the employee may become covered by applying during the next  
27 open enrollment period.  
28

29 An employee who wishes health coverage to become effective on the first day of  
30 employment may have such coverage by paying to the Board a sum equivalent to  
31 one month's premium, along with an approved application, within 15 days of  
32 employment.  
33

34 New school accountants/bookkeepers who were MPS employees in another capacity  
35 and who were covered by a health and/or dental plan on a Board provided basis  
36 immediately prior to becoming employed as school accountants/bookkeepers shall  
37 have no break in coverage.  
38

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

4  
5 Effective November 1, 2006, medical and dental coverage for the employee and all  
6 dependents ceases on the last day of the month following the month in which the  
7 employee becomes ineligible due to non-payment of premiums, termination,  
8 retirement, unpaid leave of absence, or reduction in hours. However, for employees  
9 who lose eligibility at the end of the school year, medical and dental coverage ceases  
10 on August 31 following the loss of eligibility. Nothing in this paragraph is intended  
11 to modify the dental eligibility criteria outlined in Part III, Section B(20)(c).

12  
13 An employee on a paid leave of absence will continue to be covered if he/she makes  
14 any required employee contributions. An employee on an unpaid leave of absence  
15 may continue coverage by paying the full cost of coverage.

16  
17 Whenever "paid days" is used in this section, it shall mean regularly scheduled  
18 workdays and paid holidays of the particular employee.

19  
20 9. Employees shall not be entitled to duplicate coverage under any other group  
21 health insurance plan offered by the Board.

22  
23 10. Employees shall not receive duplicate coverage under the present policy and  
24 under Medicare. Employees entitled to benefits under Medicare shall receive those  
25 benefits first, and the Board will provide only supplemental benefits up to the  
26 present benefits provided for employees in the contract.

27  
28 11. Where both husband and wife, or other members of the family are employed by the  
29 Board, the Board shall only pay its portion of the premium for one family coverage or  
30 two single plans.

31  
32 12. If two accountants/bookkeepers are employed by the Board and one is the  
33 subscriber for family health plan coverage, but due to a leave or resignation or  
34 retirement the dependent spouse wishes to become a subscriber, he/she shall be  
35 allowed to assume the family coverage without the need for a health statement or  
36 being subject to any waiting period.

37  
38 13. The Board will provide family or single health plan coverage and pay the full  
39 premium for the surviving spouse of an employee who dies in active service with at

1 least 15 years of service until the surviving spouse remarries. After the attainment of  
2 age 60, the surviving spouse shall be covered in the same manner as a surviving  
3 spouse of an employee who retired that year.

4  
5 **14. RETIREE HEALTH.** Upon retirement, employees who are at least 55 years  
6 of age and who have been employed for 15 years by the Milwaukee Public Schools  
7 shall be allowed to continue in the health plan of their choice on a self-paid basis.

8  
9 If the employees described above have 70 percent or more of the maximum  
10 allowable full-day accumulation of sick leave, they shall be allowed to continue in  
11 the PPO indemnity health plan or the HMO/EPO plan with the Board paying its  
12 share of the premium at the rate in existence for the PPO indemnity health plan at the  
13 time of retirement.

14  
15 Board-paid contribution is the Board contribution in effect at time of retirement for  
16 the PPO indemnity health plan.

17  
18 Those employees retiring at the end of their regularly scheduled work year shall be  
19 allowed to continue in the PPO indemnity health plan or the HMO/EPO plan with  
20 the Board paying its share of the full premium at the rate in existence for the PPO  
21 indemnity health plan on either June 30 or July 1, whichever is higher, provided  
22 such employee has submitted his/her written resignation on or before April 1.

23  
24 All half-day balances will be converted into full-day equivalents in making the 70  
25 percent determination. In the event of the death of such retired employee, the spouse  
26 of such employee, at the time of retirement, shall be allowed to continue in a single  
27 plan of his/her choice with the Board paying its share of the full premium at the  
28 single rate for the PPO indemnity health plan in existence at the time of the deceased  
29 retiree's retirement. If such retired employee did not have the required accumulation  
30 of sick leave, at the death of the employee, the spouse shall be allowed to continue in  
31 a single health plan of his/her choice on a self-paid basis. Such surviving spouse  
32 shall not be eligible for coverage if otherwise covered because he/she remarries or is  
33 employed and is covered by another group health insurance plan or HMO/EPO.

34  
35 Those employees who retire prior to age 65 shall have their health plan premiums  
36 paid to the extent that such premiums do not exceed the amount of the Board's  
37 portion of the group rate paid for the employee enrolled in the PPO indemnity health  
38 plan (as applicable) at the time of retirement. When the retiree attains age 65, he/she  
39 shall receive the Medicare Carveout Plan with the premium paid by the Board and

1 the Medicare "B" premium paid to the employee by the Board, provided that such  
2 total payment shall not exceed the total amount paid for the Board's portion of the  
3 premium for group coverage for the PPO indemnity health plan (as applicable) at the  
4 time of retirement.

5  
6 Those employees who retire after the attainment of age 65 shall have their health  
7 plan premium paid and Medicare "B" paid to the employee by the Board to the  
8 extent that such payment does not exceed the amount of the Board's portion of the  
9 group rate for the PPO indemnity health plan (as applicable) at the time of such  
10 retirement.

11  
12 In unusual circumstances, adjustments to the 70 percent requirement may be  
13 recommended by the superintendent.

14  
15 Retired employees/spouses who elected not to enroll in social security and who,  
16 therefore, are not eligible for Medicare "A" coverage shall be provided with  
17 hospitalization coverage and Medicare "B" coordination coverage under the PPO  
18 indemnity health plan (as applicable) with access to any provider and with medical  
19 benefits provided on an out-of-network basis, subject to the following modifications:  
20 1) access to the National Program of Medical Excellence benefit and 2) access to in-  
21 network and out-of-network retail and mail-order prescription drug benefits with co-  
22 pays not subject to the annual co-insurance limit.

23  
24 15. Retirees/dependents not Medicare primary who enroll in the PPO indemnity  
25 health plan (as applicable) and whose permanent residence is located in a service  
26 area of any of the national PPO networks offered by the TPA shall have access to in-  
27 network and out-of-network providers and benefits on the same basis as active  
28 employees. Effective November 1, 2006, this paragraph is eliminated.

29  
30 Retirees/dependents not Medicare primary who enroll in the PPO indemnity health plan  
31 and whose permanent residence is not located in a service area of any of the national  
32 PPO networks shall be covered under the PPO indemnity health plan with access to any  
33 provider and with medical benefits provided on an out-of-network basis subject to the  
34 following modifications: 1) a calendar year deductible of \$100 individual/\$300 family  
35 and a calendar year co-insurance limit of \$250 individual/\$500 family (a combined total  
36 of \$350 per individual or \$800 per family per calendar year); 2) access to in-network  
37 and out-of-network retail and mail-order pharmacy services with co-pays not subject to  
38 the annual co-insurance limit; 3) non-emergency use of emergency room services and  
39 penalty amounts not be subject to the annual co-insurance limit; 4) both inpatient and

1 outpatient mental health and alcohol/drug abuse services provided at up to 120  
2 days/visits per calendar year; 5) the annual co-insurance limit shall apply to all covered  
3 medical services and supplies, including inpatient and outpatient mental health and  
4 alcohol/drug abuse services; and 6) the National Program of Medical Excellence benefit  
5 shall be included. This group of retirees/dependents may elect to enroll in the active  
6 employee group with access to in-network and out-of-network providers and benefits on  
7 the same basis as active employees. Such election may be made only during the annual  
8 September open enrollment with new coverage effective November 1. Effective  
9 November 1, 2006, this paragraph is eliminated.

10  
11 16. In the event an employee retires on duty-incurred disability pension, the Board  
12 will continue to pay his/her group health plan coverage for a period of five years  
13 after his/her worker's compensation settlement; thereafter, such retired employee  
14 shall be allowed to continue in the health plan group on a self-paid basis. The  
15 definition of duty-incurred disability shall be that applied to classified employees.

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

36  
37 18. If any audit of an insurance carrier requires a covered employee or his/her  
38 dependents to execute a waiver of confidentiality to examine individual claims  
39 documents for auditing purposes only, such waiver of confidentiality is voluntary. The

1 Board and the MTEA will agree upon those aspects of the audit design which relate to  
2 confidentiality. The Board will provide the MTEA with a list of all employees  
3 identified to be audited.

4  
5 **19. VISION CARE.** The Board shall continue to pay the full premium, single or  
6 family as appropriate, for participation in the vision plan described below:

7  
8 Participants may only obtain plan benefits from providers, including  
9 ophthalmologists, listed in the "Directory of Participating Vision Care Providers."

10  
11 The vision plan shall be provided on the same basis to all active employees  
12 (including employees on leave) enrolled in the PPO indemnity health plan and to all  
13 employees (including employees on leave) and retirees enrolled in any of the  
14 HMO/EPO options offered by the Board.

15  
16 The vision plan administrator shall be National Vision Administrators.

17

<b>Benefits</b>	<b>Frequency</b>	<b>Covered Amount</b>
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)
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

1

<b>Benefits</b>	<b>Frequency</b>	<b>Covered Amount</b>
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**

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a. The Board will pay \$12 per month toward the premium for employees with single coverage and \$38 per month toward the premium for employees with family coverage on either the indemnity or prepaid group dental insurance. Effective January 1, 2002, if the foregoing amounts do not reflect 93.9 percent of the family premium and 97.4 percent of the single premium, the Board contributions will be adjusted to reflect such percentages.

b. The Board shall provide dental benefits for bargaining unit employees comparable to the following schedule of benefits:

**SCHEDULE OF DENTAL BENEFITS**

Maximum per participant per calendar year .....	\$1,500
Deductible .....	\$25
Maximum number of deductibles per family per calendar year .....	3
	Co-Insurance %
*Diagnostic	
Diagnostic x-rays .....	80%
Oral examinations .....	80%
*Preventive .....	80%
Ancillary	
Anesthesia and injections .....	80%
Emergency palliative treatment and	

1	denture repairs/adjustments .....	80%
2		
3	Restorations	
4	Direct fillings (regular) .....	80%
5	Indirect fillings (cast restorations) .....	80%
6		
7	Oral Surgery .....	80%
8		
9	Endodontics .....	80%
10		
11	Periodontics .....	80%
12		
13	Prosthodontics .....	50%
14		
15	Orthodontics (separate maximum) to age 19	
16	\$1,500 lifetime maximum per participant .....	50%

17  
18     \*Deductible does not apply to diagnostic or preventive services.

19  
20     Employees shall not be entitled to duplicate coverage under this plan.

21  
22     c.   **Dependent Eligibility.** Dependent coverage shall be provided to employee  
23     spouses/dependents under the indemnity and prepaid dental plans in accordance  
24     with the following:

- 25
- 26           1) Spouse – person to whom the subscriber is legally married under  
27           Wisconsin law.
  - 28
  - 29           2) Dependent Child – includes the following:
  - 30
  - 31               a) Natural or adopted child of the subscriber.
  - 32
  - 33               b) Stepchild – natural or adopted child of the subscriber's spouse for  
34               whom the subscriber and/or spouse provides more than 50 percent of the  
35               child's support during a calendar year.
  - 36
  - 37               c) Legal Ward – child for whom the subscriber or current spouse is the  
38               legal guardian and for whom the subscriber and/or spouse provides more  
39               than 50 percent of the child's support during a calendar year.

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

1 day of employment shall not be accepted and the employee must apply during  
2 the next September open enrollment period in order to receive health/vision  
3 plan and dental plan coverage.  
4

5 d. All employees on the payroll one-half or more of the paid days in a month  
6 (September through June) shall receive health/vision plan and dental plan  
7 coverage for the second month following such month (November through  
8 August).  
9

10 e. An employee on the payroll for one-half or more of the paid days in June  
11 and returning to the payroll within the first ten paid days in September shall  
12 receive Board-paid health/vision plan and dental plan coverage through  
13 September and October.  
14

15 f. Effective November 1, 2006, the entirety of Section 21 shall expire.  
16

17 22. The MTEA shall be informed in advance of any change in any benefit of any  
18 health or dental plan contained in this collective bargaining agreement. In addition,  
19 the MTEA shall be provided with a copy of any communication or any directive to a  
20 TPA or vendor which changes any benefit of any health or dental plan contained in  
21 this collective bargaining agreement. Should an arbitrator determine that this  
22 agreement has been violated, the Board shall pay the full cost of arbitrating each  
23 dispute, including reasonable attorney's fees incurred in enforcing this provision.  
24

### 25 **C. LIFE INSURANCE**

26

27 The Board shall continue in effect its present policy of providing group life insurance for  
28 employees in an amount of coverage equal to annual earnings to the next even thousand  
29 dollars, subject to the following changes:  
30

31 1. Effective January 1, 2002, the Board shall pay in full the premium on the first  
32 \$50,000 of coverage and shall pay, in addition, \$3.60 per \$1,000 per year toward the  
33 cost of coverage above \$50,000. 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 60 or after with 15 years or more of service may retain full life insurance  
39 coverage by paying the full premium for such coverage until age 65.

1  
2 3. At attainment of age 65 and thereafter, life insurance, as specified below, is  
3 provided without cost to enrolled employees. On March 1, following the sixty-fifth  
4 birthday, life insurance coverage is reduced to 75 percent of original coverage; on  
5 March 1, following the sixty-sixth birthday, it is reduced to 50 percent of coverage; and  
6 on March 1, following the sixty-seventh birthday and thereafter, coverage is reduced to  
7 25 percent of original and remains at that amount.

8  
9 **D. INSURANCE AND CREDIT UNION DEDUCTIONS**

10  
11 1. **DEDUCTIONS OF MTEA-SPONSORED INSURANCE PLANS.** The Board  
12 shall provide voluntary payroll deductions for MTEA-sponsored insurance plans to all  
13 members of the bargaining unit. The MTEA shall be provided with voluntary payroll  
14 deductions for a maximum of five MTEA-sponsored insurance plans in addition to the  
15 voluntary payroll deduction opportunities which employees had during the 1973-1974  
16 contract and credit union deduction. The following provisions shall apply to the  
17 implementation and maintenance of all MTEA-sponsored voluntary payroll insurance  
18 plans:

19  
20 a. The administration shall provide two copies of a separate payroll deduction  
21 report for each plan which shall be arranged alphabetically. These printouts shall  
22 show the scheduled deduction amount and actual amount taken for each individual  
23 and the total scheduled deduction and the total actual deduction amount for each  
24 insurance plan. They shall be provided to the MTEA within five workdays after  
25 the pay date and shall be accompanied by a remittance for the amount of each  
26 category of each payroll deduction plan.

27  
28 b. The administration shall provide the MTEA deduction authorization cards for  
29 such plans after printing the necessary information on the cards.

30  
31 c. Deductions for MTEA-sponsored insurance plans shall be made on 20  
32 biweekly paychecks per school year on the same schedule as the MTEA dues  
33 deductions are made. Each deduction will be the same amount unless a new  
34 authorization card is submitted specifying a new amount to be deducted. Any  
35 reconciliation and corrections in amounts to be deducted, based on information  
36 improperly written or coded by the employee, the MTEA, or the insurance carrier  
37 shall be made by the MTEA and/or the MTEA's insurance carrier.  
38

- 1 d. An audit list of participants arranged alphabetically by bargaining units  
2 showing the status in each plan and current activity shall be provided to the MTEA  
3 each November and each May in standard MPS payroll system format.  
4
- 5 e. Insurance plan deductions will begin on the biweekly payroll check following  
6 the submission of a dues authorization card to central services. The administration  
7 will continue to process cards within six workdays prior to the payroll check date.  
8 Under certain circumstances, more time may be required - up to ten workdays.  
9
- 10 f. The MTEA and appropriate Board personnel shall cooperatively plan the  
11 implementation of each deduction plan to provide sufficient lead time for the  
12 establishment of the programming system needed for the plan.  
13

14 **2. INFORMATION PROCESSING.** The initial and ongoing costs for processing  
15 up to and including 12,000 records, \$20,573.60, will be billed to the MTEA. If file  
16 records over the 12,000 records are created, the MTEA would be billed for the actual  
17 and necessary costs for cash transactions. The present cost would be 50¢ per each  
18 transaction and would be payable to the Board by the MTEA for each record over the  
19 12,000 file records.  
20

21 **3. CREDIT UNION DEDUCTIONS.** The Board agrees to deduct for the  
22 Milwaukee Metropolitan Credit Union or the Educators Credit Union of the employee's  
23 choice, upon receipt of the proper authorization card, the amount as stated on the  
24 authorization card from the payroll check of any employee. Such deduction shall  
25 commence or terminate on the biweekly payroll check following the submission of a  
26 credit union authorization or revocation card to central services. The administration  
27 shall continue to process cards within six workdays prior to the payroll check date.  
28 Under certain circumstances, more time may be required - up to ten workdays.  
29

30 **E. PAYMENT OF SALARIES AND PAYROLL CORRECTIONS**  
31

32 1. Employees shall have their salaries paid on a 12-month basis. Payments will be  
33 made on a biweekly basis with no holdback, payment dates being consistent with the  
34 normal pay dates established with the system.  
35

36 2. Effective August 1, 2001, or as soon as practicable thereafter, the Board shall make  
37 payroll direct deposit available on a voluntary basis for a financial institution of the  
38 employee's choice. Where the employee does not have an account at a financial  
39 institution, the Board will make one available with the institution of its choice.

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3. Errors not attributable to the employee of 5 percent or more of the employee's base pay for the payroll period or errors causing hardships shall be corrected in total on a supplemental check when requested. Otherwise, when not requested or when errors are of less than 5 percent of the employee's base pay for the payroll period, they shall be corrected on the next payroll check.

4. Failure to submit forms required to substantiate absences for payroll purposes shall be handled as follows: the employee shall be notified of the necessity of supplying the form and will be paid in the pay period in which the form was due but will be deducted for the time in question in the subsequent pay period unless the proper forms are filed.

**F. PROTECTION OF SCHOOL ACCOUNTANTS**

**1. ASSISTANCE IN ASSAULT CASES**

a. Employees shall report all cases of assault and/or battery suffered by them in connection with their employment to the principal as soon as practicable on forms provided by the Board, which may be obtained in each school.

Principals shall transmit a copy of the report to the Office of the Superintendent. The superintendent shall acknowledge receipt of such report immediately after the report is received.

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

b. The superintendent shall inform the employee immediately of his/her rights under the law and shall provide such information in a printed document to include the rules of the Department of Industry, Labor, and Job Development.

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

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d. The Office of the Superintendent shall request the city attorney's office, in all such cases, to notify the employee of his/her readiness to assist the employee as follows:

- 1) By obtaining from police and/or from the principal relevant information concerning the assailant
- 2) By accompanying the employee in court appearances
- 3) By acting in other appropriate ways

e. In schools where there is a record of danger to the employees, the Board shall provide help in building control.

f. No employee shall be required to subject himself/herself to any clear and imminent danger to his/her safety.

**2. LEGAL COUNSEL**

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

b. In the event the city attorney's office is unable to defend the employee, the Board agrees to provide minimum bar fees to aid in the defense of any employee in a civil or criminal action arising out of disciplinary action taken by the employee in connection with his/her employment provided such employee is found not guilty in criminal action or judgment is rendered against the other party in a civil action or if the case is dismissed.

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

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3. **INSURANCE**

a. **LIABILITY.** Liability insurance coverage shall be continued in the amount of \$5 million. It is agreed that Sections 895.35 and 895.46, Wisconsin Statutes, as amended, shall apply.

b. **PERSONAL PROPERTY**

1) The Board will reimburse employees against loss or damage to personal property used in the course of employment while on duty in a school, on Board premises, or on a Board-sponsored activity from theft, fire, or willful damage, not to exceed \$150 on any one occurrence. A form is available in each school office on which employees may claim reimbursement under this paragraph.

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

3) Disputes under this section shall be processed through the third step of the grievance procedure. If a dispute involving fire or willful damage is not resolved at the third step of the grievance procedure, it may be appealed to arbitration in accordance with Part VI. If a dispute involving theft is not resolved at the third step of the grievance procedure, it shall be submitted to a permanent umpire for reimbursement disputes.

4) The permanent umpire for reimbursement disputes shall serve for a term of one year. The umpire shall be selected as follows:

- a) The parties agree upon a person to serve in this capacity.
- b) The parties alternately strike names from a panel of seven arbitrators submitted by the WERC.

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

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4. **COMPENSATION FOR LOST TIME.** If an assault on an employee results in loss of time, the employee will be compensated in full for the first year for such time minus any worker's compensation, disability, social security, or retirement benefits the employee actually receives for such time, and such paid absence shall in no event be deducted from any sick leave. After the expiration of the year, the employee may nevertheless apply for worker's compensation benefits or may use his/her accumulated sick leave. In no event is it intended that the total compensation paid to the employee under this section shall exceed or fall below 100 percent of the net compensation due the employee.

**G. SICK LEAVE**

**1. GENERAL PROVISIONS**

a. An employee shall earn sick leave at the rate of .067 hours for each hour paid of the employee's regularly scheduled workday to a maximum 120 hours each year. Earned sick leave hours are credited at the end of each payroll period.

The unused balance of the sick leave allowance shall be accumulated to the employee's credit provided that the balance to the credit of each employee at the end of each pay period shall not exceed 145 workdays at full pay and thereafter to an unlimited total of hours at half pay. Accumulations of full-pay and half-pay sick leave benefits shall be kept in separate accounts and shall not be transferable.

b. One day of sick leave may be used for illness in the immediate family without a statement from a physician generally being required from a doctor giving the nature and seriousness of the illness of the member of the immediate family and declaring the need for the employee to be with the ill member of the family if absent for more than one day.

"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 five days per fiscal year shall be utilized for family illness purposes.

c. Each year employees will be provided with a statement relative to the amount of accumulated sick leave standing to their credit.

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d. Regularly appointed employees who are absent in accordance with the provisions set forth in this section (illness) shall apply for a leave of absence when accumulated sick leave credits are exhausted in accordance with City Service rules.

e. When an employee is ill or on vacation on a day when school is closed due to an emergency or a holiday, the employee shall not have the day deducted from sick leave accumulation or vacation account.

**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 workdays, 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 2(a) above, occurs when such relative is in the armed services of the United States, these provisions may apply to leave for the purpose of attending memorial or religious services held because of such death without regard to the place where death occurred or 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. Regularly appointed employees may be excused by the superintendent for a half day without loss of pay to attend the funeral of a fellow employee.

e. Absences on account of death, as set forth in paragraphs a, b, c, and d, above, shall not be deducted from sick leave.

**3. MISCELLANEOUS.** A total of not more than two days per year, deductible from sick leave, may be taken for one of the following reasons:

- 1 a. A required attendance at a court proceeding.  
2  
3 b. A required attendance at a legal proceeding for the purchase or sale of a home  
4 in which the employee will reside.  
5  
6 c. Absence due to summoning by a governmental agency, such as the Internal  
7 Revenue or the draft board.  
8  
9 d. Absence due to legal proceeding involving adoption of a child by the  
10 employee.  
11  
12 e. Absence due to the attendance at a funeral of a close friend, provided,  
13 however, that this time may not be used for the death of a relative or fellow  
14 employee, as provided in subsection 2 above.  
15  
16 f. Absence due to travel involved in funeral attendance.  
17  
18 g. Where established religious discipline makes it mandatory upon the employee  
19 to desist from his/her daily occupation.  
20  
21 h. Absence to attend the graduation of a son or daughter from high school or an  
22 institution of higher learning.  
23  
24 i. Absence due to the attendance at the employee's wedding or the wedding of  
25 the employee's son or daughter.  
26  
27 j. Absence due to the participation/involvement of the employee in the activities  
28 at the school of a son or daughter with 48 hours prior notice to principal.  
29  
30 k. In addition to the above-named reasons, other emergency absences of a  
31 reasonable nature may be granted by the superintendent. Upon return to school,  
32 the employee shall acknowledge in writing the reason for the absence; if approved  
33 by the superintendent, no deduction in salary shall be made. If the superintendent  
34 is considering not approving the absence, he/she shall consider, prior to taking  
35 appropriate action, the following:  
36  
37 1) The individual request of the employee  
38  
39 2) Prior record of the employee

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- 3) Unusual circumstances
- 4) The fact that similar absence requests may or may not be approved in the future
- 5) Prior disapproval of the request

Upon return to school, the employee will acknowledge in writing that absence was due to one of the enumerated reasons and shall be required to state the reason.

**4. DOCTOR OR DENTAL APPOINTMENTS.** A maximum of four paid excused absences for up to two hours each, not chargeable to sick leave, shall be allowed for doctor or dental appointments each fiscal year. Prior approval by the principal is required.

**5. 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-pay or half-pay benefits.

**6. 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 department or division head 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 department or division head and shall be filed with the time sheet. Such certification may be required for shorter terms of sick leave absence, depending on the circumstances, after notice to the employee. The provision as to illness in the immediate family shall be as set forth in Part III, Section G(1)(b).

1 b. The MTEA approves of appropriate action in any case of misuse of sick leave  
2 benefits.

3  
4 Employees shall not have time deducted from accumulated sick leave for  
5 duty-connected court, city attorney, or district attorney appearances, or when  
6 released for functions connected with their employment.

7  
8 7. **INCENTIVES.** Personal days will be earned in the following manner:

9  
10 a. Based on sick leave usage during fiscal year July 1, 1983, to June 30, 1984,  
11 and each fiscal year thereafter, employees will earn personal days to be taken in the  
12 subsequent fiscal year as follows:

13

14 Sick Leave Usage	15 Personal Days Earned
16 0 - 16 Hours	17 2.0 Days
18 16.1 - 48 Hours	19 1.0 Days

20 b. For purposes of determining eligibility under this provision, absences covered  
21 under Part III, Section G(3)(g), of the contract are exempt.

22  
23 c. The personal leave days may be used by employees for any reason provided  
24 the days off are previously approved with the employee's immediate supervisor or  
25 the supervisor is promptly notified in the event the days must be used for  
26 unexpected emergency.

27  
28 d. Personal leave days are not cumulative and must be used during the school  
29 year that said day was credited to the employee.

30  
31 e. If the employee does not use his/her personal leave day(s) prior to June 30 of  
32 each year, the unused day(s) will be added to the employee's sick leave  
33 accumulation or paid to the employee at the minimum rate of pay in the  
34 bookkeeper or school accountant salary range at the employee's option.

35  
36 f. Requests for payment of unused personal leave day(s) must be made to the  
37 employee's immediate supervisor prior to May 31 of each year. Failure to make  
38 such request will result in the unused day(s) being credited to the employee's sick  
39 leave accumulation.

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**8. PROFESSIONAL ASSISTANCE PROCEDURE**

- a. In the event a member of the bargaining unit demonstrates a history of unsatisfactory behavior which it is suspected may have been caused by mental or emotional disorders, the director, Department of Human Resources, shall notify the employee and the MTEA and a conference will be held to determine whether appropriate professional assistance should be sought.
- b. If the employee is found to be medically disabled by appropriate medical personnel, he/she shall be granted sick leave for necessary treatment.
- c. If it is determined medically that the employee's performance is unrelated to any mental or emotional disorder or the employee refuses to participate in any program of appropriate medical treatment, the administration may proceed in accordance with the appropriate section of the contract, Part IV, Section I. When the professional assistance procedure of the contract has been utilized, the time limits referred to in Part IV, Section I, shall be extended by the amount of time utilized by the procedure.

**H. LEAVES OF ABSENCE**

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

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

Any employee who, in the course of employment, sustains a compensable injury or contracts a compensable disease under the Wisconsin Worker's Compensation Law shall have a worker's compensation form filled out upon notifying the administration. The administration will assume the responsibility of getting the needed statements and filing the forms, a copy of which shall be sent to the MTEA.

1 Employees absent after filing the worker's compensation form, where such absence  
2 is related to the industrial accident, will have "Industrial Accident" written on the  
3 time sheet where the injury or disease is not related to an assault. If assault related,  
4 the injury or disease shall be noted on the time sheet as "Industrial Accident Due to  
5 Assault." If the claim is immediately or subsequently denied by the city attorney's  
6 office, a deduction will be made from sick leave for days missed and the employee  
7 and MTEA shall be so notified in writing. Time limits for filing grievances shall  
8 commence on the date of notification of denial of the employee's final appeal.  
9

10 b. Any employee who is absent because of an injury or disease compensable  
11 under the Wisconsin Worker's Compensation Law and who selects either worker's  
12 compensation or sick leave benefits shall be entitled to receive full salary for the  
13 first 80 school days of temporary total disability in lieu of compensation under the  
14 Wisconsin Worker's Compensation Law or sick leave benefits for said period.  
15 Such days of absence, not to exceed 80 days for any individual in any school year,  
16 shall not be deducted from the sick leave credit for the employee.  
17

18 c. Leaves of absence granted to employees as a result of injury or disease  
19 compensable under the Wisconsin Worker's Compensation Law shall involve no  
20 change in increment date.  
21

22 d. In the event any employee is prevented from performing his/her duties by  
23 reason of an epidemic, fire, civil commotion within the city of Milwaukee  
24 preventing the employee from reaching his/her assigned school, acts of the  
25 elements and other casualty beyond his/her control which results in the closing of  
26 the school to which he/she is assigned, he/she shall be entitled to receive his/her  
27 full salary provided that during any such period he/she shall perform such  
28 accounting and other professional duties as the superintendent may assign to  
29 him/her.  
30

## 31 2. **MATERNITY LEAVE**

32

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

36 1) **TEMPORARY DISABILITY LEAVE.** Temporary disability leave  
37 constitutes the period the employee's doctor certifies she is medically unable  
38 to work because of pregnancy or complications arising therefrom. This  
39 certification shall be promptly furnished in writing to the Department of

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Human Resources. Temporary disability leave is treated in accordance with sick leave and other related provisions of this contract.

**2) CHILD REARING LEAVE AFTER TEMPORARY DISABILITY LEAVE.** At the conclusion of temporary disability, a leave of absence without pay shall be granted for any one case of pregnancy, if so requested by the employee, on a six-month basis for a period not to exceed 36 consecutive months, including the period of temporary disability. Upon certifying to the administration the anticipated beginning date of the temporary disability because of pregnancy, the employee shall notify the administration in writing whether she intends to take the child rearing leave beyond the period of temporary disability.

The employee may change this designation at any time up to 20 days after the birth of the child or the employee's original designation shall stand.

**3) COMBINATION PRENATAL, TEMPORARY DISABILITY, AND CHILD REARING LEAVE.** In addition to temporary disability leave, an employee, at her option, shall be granted a leave of absence without pay, on a six-month basis for a period not to exceed 36 consecutive months, commencing at any time during pregnancy.

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

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

**4) RE-EMPLOYMENT AFTER USING OPTION 2 OR 3 ABOVE.** Employees electing leave under option 2 or 3 above shall be considered out of assignment and shall be returned to employment subject to reassignment under Part III, Section H(8) (Curtailed of Leave), or Part III, Section H(9) (Return After Leave of Absence).

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b. **TEMPORARY DISABILITY ABSENCES.** 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, or if the temporary disability request is filed more than 30 workdays prior to the date of delivery, 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. **PAYMENT OF TEMPORARY DISABILITY BENEFITS.** The payment of temporary disability benefits shall remain available as long as valid state or federal guidelines require it.

d. **ADOPTION LEAVE.** An employee who adopts a child shall, upon request, be granted a leave without pay for up to 36 consecutive months.

e. **PATERNITY LEAVE.** Fathers shall be granted, upon request, a leave of absence for child rearing without pay for a period not to exceed 36 consecutive months.

3. **JURY DUTY.** Employees who are called for jury service shall receive full salary during the period of absence provided that the employees 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.

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**5. MILITARY LEAVE**

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

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

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

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

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

4) Employees serving in the six-month probationary period at the time of entry into the military service shall be required, as a condition precedent to obtaining permanent tenure, to render actual accounting service for six months.

5) Any employee on military leave of absence, as specified above and within 90 days after his/her separation from military service or the termination

1 of hospitalization, if any, shall upon written application be restored to his/her  
2 position and similar assignment in the employment of the Board, provided  
3 he/she shall furnish proof of discharge or separation from service under  
4 honorable condition and be found by a physician, selected by the Board, to be  
5 in a satisfactory state of health for the performance of his/her duties.  
6

7 6) Any employee who shall not within such 90-day period make such  
8 application for restoration to his/her position shall not be entitled to be  
9 restored thereto.  
10

11 7) The Board shall, during such leave of absence, pay to the Employees'  
12 Retirement System of the city of Milwaukee, any sums that would have been  
13 payable by accountant members of said fund by means of payroll deductions  
14 during such leaves (not to exceed four years, except as involuntarily but  
15 honorably extended by the United States Government).  
16

17 8) When an employee takes a preinduction or other examination and is  
18 obliged to be absent from his/her regular assigned duties in the Milwaukee  
19 Public Schools, he/she shall be compensated for such absence for a period not  
20 to exceed two days.  
21

22 9) Employees who request a military leave during times other than a  
23 national emergency shall be granted such leave for a period not to exceed four  
24 years. Credit for experience on the salary schedule (increments) shall be  
25 granted for those who have been honorably discharged. However, in all other  
26 respects, military leave granted under this paragraph shall be treated as an  
27 extended leave without entitlement of pay or benefits.  
28

29 Should a period of national emergency be declared during the time that a  
30 person is on military leave, under this section all the benefits and privileges of  
31 a military leave granted during a period of national emergency shall apply to  
32 the person upon return from military leave.  
33

## 34 6. OTHER LEAVES

35  
36 a. **EXTENDED LEAVES (OVER TEN DAYS).** Any accountant/ bookkeeper  
37 who so requests may be granted an extended leave of absence of a reasonable  
38 nature upon recommendation of the superintendent. Requests for extended  
39 absence shall be made in writing at least 14 calendar days in advance of the

1 effective date of the leave, except in emergency situations. After the leave and  
2 when the director of the Department of Human Resources has received written  
3 notice of the accountant/bookkeeper's readiness to return, the Department of  
4 Human Resources shall reassign the accountant/bookkeeper in accordance with  
5 provisions of Part V of the contract. The accountant/ bookkeeper's salary shall  
6 begin with the first day of service under reassignment.  
7

8 **b. PERSONAL ABSENCE WITHOUT PAY (TEN DAYS OR FEWER).**

9 Any accountant/bookkeeper who so requests may be granted a personal absence of  
10 a reasonable nature by the superintendent without pay. Request for personal  
11 absence shall be made in writing at least 14 calendar days in advance of the  
12 effective date of the leave, except in emergency situations. If the superintendent is  
13 considering not approving the absence, he/she shall consider, prior to taking  
14 appropriate action, the following:  
15

- 16 1) The individual request of the accountant/bookkeeper.
- 17 2) The prior record of the accountant/bookkeeper.
- 18 3) Unusual circumstances.
- 19 4) The fact that similar absence requests may or may not be approved in the  
20 future.  
21

22 **7. DURATION OF LEAVES.** No leave of absence, except for maternity or  
23 adoption, shall continue in force beyond one year. The total time allowed for leaves of  
24 absence, except for legislative leaves, shall not exceed three years in the aggregate  
25 within any seven-year period.  
26

27 **8. CURTAILMENT OF LEAVES**

28 a. At the request of an employee and upon presentation of a certificate of a  
29 satisfactory state of health for public school service from a physician designated by  
30 the employer or a physician of the employee's choice, the superintendent may  
31 curtail a leave of absence, and the employee shall be returned to an assignment  
32 according to City Service rules.  
33

34 b. Maternity leaves may be curtailed after the loss or death of the child.  
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1 c. A leave of absence for illness may be terminated upon recommendation by the  
2 superintendent to the Board if and when it is established that the employee on such  
3 leave of absence has entered upon any gainful employment, profession, or trade  
4 and is carrying on the same under circumstances which are inconsistent with the  
5 original intent of such leave of absence.  
6

7 **9. RETURN AFTER LEAVE OF ABSENCE.** Employees who have been granted  
8 leaves of absence shall notify the Department of Human Resources at least one week  
9 prior to returning to work. The employee shall be returned to an assignment doing the  
10 same general type of work which he/she had been doing according to City Service rules.  
11

12 **10. VIOLATION OF LEAVE OF ABSENCE PROVISIONS.** Violation of any of  
13 the provisions relating to sick leave or leaves of absence by an employee or the making  
14 of a false report regarding any type of leave shall subject the employee committing such  
15 violation or making such false reports to disciplinary action by the superintendent and  
16 shall constitute a cause for discharge, suspension without pay, or demotion, subject to  
17 the Board rules governing such action.  
18

19 **11. BRIEF ABSENCE.** Individual absences for brief periods during school hours,  
20 when good cause is shown prior to their occurrence, may be excused by the principal or  
21 appropriate administrator. Such cause shall be fully stated upon the monthly time sheet  
22 by the principal or appropriate administrator and, if approved by the superintendent, no  
23 deduction in salary shall be made.  
24

25 **I. TAX SHELTERED ANNUITY**

26  
27 The Board shall authorize accountants/bookkeepers to make contributions to the 403b(1) tax  
28 deferred annuity plans (including Travelers) and the 403b(7) "Mutual Fund Select Portfolio"  
29 offered by The Copeland Companies (the plan administrator) and to the 403b(1) and 403b(7)  
30 tax deferred annuity plans offered by the Aetna Life Insurance and Annuity Company. The  
31 plan administrator is subject to the contract between the Board and the MTEA in its  
32 administration of the tax deferred annuities.  
33

34 **J. SEVERANCE PAY**

35  
36 Upon retirement, employees shall be paid up to 40 accumulated full days of sick leave in  
37 excess of 70 percent of maximum full-day accumulation effective upon ratification. Half  
38 days are not convertible for this purpose.  
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**PART IV**

**WORKING CONDITIONS**

**A. TEN-MONTH EMPLOYEES**

The work year for ten-month employees shall consist of 190 days of the school calendar plus five workdays prior to the opening of school and five workdays after the close of school.

**B. REQUIRED WORKING HOURS**

1. The normal workday for employees will be an eight-hour day, 40-hour week, consisting of two 15-minute paid breaks and an unpaid half hour lunch period. The employee will be allowed to leave after eight clock hours if he/she chooses to combine his/her two breaks into a duty-free half hour lunch period. The employee may choose to take either one or both halves of his/her lunch period for which he/she is now released, in addition to combining his/her breaks, and extend his/her workday by a comparable amount of time. The normal workday for employees will be an eight-hour day beginning no earlier than 7:00 a.m. nor later than 8:00 a.m., 40 hours per week.

2. Authorized overtime worked by employees over eight hours per day and 40 hours per week shall be compensated at the rate of one and a half times the hourly rate in cash or compensatory time off. Where the employee chooses compensatory time off instead of cash, he/she may accumulate not more than a total of 40 hours and, before taking such time off, shall get the approval of the principal or his/her designee. The principal shall authorize overtime.

**C. HOLIDAYS**

1. Employees who work on a 12-month basis are granted a holiday for each of the following days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, the day before Christmas, the day before New Year's Day, and Good Friday.

2. Employees working on a ten-month basis are granted the following holidays: Labor Day (when the work year begins before Labor Day), second day of teacher convention, Thanksgiving, and Memorial Day.

1 3. When a holiday falls on a Sunday, it shall be celebrated on the following Monday.  
2 When a holiday falls on a Saturday, a day off shall be granted on some other day  
3 convenient to the department, except when Christmas and New Year's Day fall on  
4 Saturday, they shall be celebrated on Friday.

5  
6 4. The Board shall grant employees released time with pay to attend professional  
7 activities at the MTEA convention.

8  
9 **D. VACATIONS**

10  
11 1. Full-time (12-month) employees shall receive annual vacations of three weeks  
12 after one year of service, four weeks after nine years of service, and five weeks after 19  
13 years of service in accordance with the following procedure:

14  
15 a. Employees with less than nine years of service shall accrue 0.057693 hours of  
16 vacation for each hour paid excluding overtime hours. These employees may  
17 accumulate a total vacation balance which may not exceed 240 hours (six weeks)  
18 in any pay period.

19  
20 b. Effective January 1, 1980, on the first full pay period following completion of  
21 nine years of service and thereafter, the employee shall accrue 0.076924 hours of  
22 vacation for each hour paid excluding overtime hours. This employee may  
23 accumulate a total vacation balance which may not exceed 320 hours (eight weeks)  
24 in any pay period.

25  
26 c. Effective January 1, 1980, on the first full pay period following completion of  
27 19 years of service and thereafter, the employee shall accrue 0.096154 hours of  
28 vacation for each hour paid excluding overtime hours. This employee may  
29 accumulate a total vacation balance which may not exceed 400 hours (ten weeks)  
30 in any pay period.

31  
32 The current vacation balance shall be placed on the employee's check stub.

33  
34 2. Any employee who leaves the service due to resignation, layoff, or death, or who  
35 takes military leave will be paid for earned vacation time that has accumulated. An  
36 employee who leaves the service due to retirement shall use and be paid for his/her  
37 earned vacation time that has accumulated prior to the effective date of the retirement.  
38 An employee discharged for cause is not entitled to pay for accumulated vacation time.  
39

- 1           3. Employees who wish to schedule a specific vacation period during the calendar  
2 year should submit such a request to the principal by March 15 of that calendar year.  
3 The approval or denial of such requests shall be communicated to the employee by  
4 March 31 of that calendar year.  
5
- 6           4. Choice of vacation dates shall be granted whenever practical, but the operating  
7 requirements of the school district shall prevail. Where more employees than can be  
8 spared request a particular period, preference will be in order of seniority.  
9
- 10          5. Vacation requests received after March 15 shall be scheduled to the extent possible  
11 and subordinate to those requested by March 15. The approval or denial of such  
12 requests shall be communicated to the employee as soon as possible after the receipt of  
13 such request, but no later than ten workdays after receipt of the request or the request  
14 shall be considered approved.  
15
- 16          6. Employees may continue to schedule and use vacation accruals in one-half hour  
17 segments.  
18
- 19          7. Once a vacation has been scheduled, the employer and the employee shall  
20 normally not be expected to change such vacation selection or confirmation.  
21
- 22          8. Conflicts in vacation requests shall be resolved in favor of employees having the  
23 greatest seniority. An employee who has a vacation request that is not scheduled  
24 because of a conflict shall be entitled to resubmit his/her request without penalty.  
25
- 26          9. All vacations shall be taken only with prior approval of the principal.  
27

#### 28 **E. PENSION**

29  
30 Bargaining unit members shall be enrolled in the City of Milwaukee Employees' Retirement  
31 System and receive retirement benefits in accordance with the appropriate ordinances of the  
32 Common Council of the city of Milwaukee and the applicable rules of the City of  
33 Milwaukee Employees' Retirement System pertaining to general city employees. The Board  
34 shall pay the employee's share of the necessary contributions.  
35

1 **F. MISCELLANEOUS**

2  
3 1. Each bargaining unit employee shall be informed within 30 days of assignment  
4 which administrator(s) is/are his/her evaluator(s) and will be responsible for his/her  
5 evaluation.

6  
7 Employees will not be evaluated by other members of WERC certified bargaining units  
8 who are non-administrative/supervisory employees. The evaluation report shall be  
9 shown to the person along with an explanation of his/her status and meaning of the  
10 evaluation form. Employees shall have the right to review the evaluation records  
11 relating to their performance during employment in the Milwaukee Public Schools and  
12 shall have the right to file a written response. Dismissals imposed as the result of an  
13 unsatisfactory evaluation shall be for just cause. Any unsatisfactory evaluation with a  
14 recommendation for dismissal shall be reviewed by the superintendent or his/her  
15 designee. He/she shall issue a decision thereon within five workdays of the date of the  
16 evaluation. The decision of the superintendent or his/her designee may be implemented  
17 within two workdays of such review. Subsequent to the implementation of such  
18 dismissal, the employee or the MTEA may file a grievance, commencing at the third  
19 step, as to the just cause of such disciplinary action.

20  
21 2. The MTEA may in each school have a building representative and school  
22 representative committee. The principal shall recognize such building representative  
23 and school representative committee as the official representatives for accountants.

24  
25 3. Bargaining unit employees shall not be assigned to perform clerical duties if not  
26 regularly performed in the past. The parties acknowledge that union employees have on  
27 occasions typed, operated a copy machine, and answered their own telephones. The  
28 parties further agree that union employees shall not be required to operate the telephone  
29 switchboard or to use the copy machine or type. Filing shall be done in accordance with  
30 past practice.

31  
32 4. A person transferring from a comparable position at the city of Milwaukee will be  
33 placed on the appropriate step in the salary schedule, retaining full vacation, sick leave,  
34 and pension rights, to the extent that such benefits do not exceed those granted Board  
35 employees. The anniversary date shall be the date of appointment with the Board.

36  
37 5. The Board shall apply the uniform transportation policy for employees providing  
38 their reimbursement for authorized travel of \$9.38 per day for "city-wide" authorized  
39 and reported travel. Employees will have an option of selecting once yearly an

1 alternative of 37.5¢ per mile. The selection for the calendar year must be made prior to  
2 November 1 of each year for the succeeding calendar year and must be continued  
3 through the entire calendar year. The flat rate will be subject to the normal  
4 determination of travel which may include a list of destinations or schools to which an  
5 employee traveled. Selection of the 37.5¢ per mile option will necessitate the employee  
6 filing a detailed statement on forms provided by the Board of monthly destinations,  
7 times traveled, and odometer readings. In the event the Internal Revenue Service (IRS)  
8 increases the allowable mileage rate, this higher rate shall replace the 37.5¢ effective the  
9 second full pay period following the date of publication. The daily rate will also be  
10 adjusted to reflect the change. Employees are urged to turn in their reimbursement  
11 request by the end of the first full week following the pay period in which the travel  
12 occurred.

13  
14 6. The school bookkeeper shall be covered by the terms and conditions of the school  
15 accountant's contract with the exception of Part IV, Section F(3).

16  
17 7. In any school where summer school is carried out or where new additions,  
18 renovations, and/or new schools are built, the employee may request, in writing,  
19 additional overtime. Such request shall be submitted to the principal. Within two days  
20 of the receipt of the request, the principal shall inform the employee of his/her decision.

21  
22 8. Employees shall have the right to make an appointment to see all information in  
23 the personnel folder relating to their performance during employment by the Board,  
24 including all evaluation records. Any recommendation letter written specifically as a  
25 part of the application procedure or recommendations for a non-unit position shall not  
26 be considered as a part of the employee's evaluation record and will not be shown to the  
27 employee.

28  
29 9. Where the employee is absent, he/she shall not be held responsible for funds  
30 collected in his/her absence.

31  
32 **G. PROBATIONARY PERIOD**

33  
34 All persons certified from original or promotional eligibility lists, all persons transferred  
35 from other governmental units, and all persons reinstated in the service different from that in  
36 which they previously served shall be on probation for a period of six months of actual  
37 service.

38

1 The probationary period shall not include time served as a temporary or provisional  
2 employee but shall date from time of transfer or reinstatement. In accordance with City  
3 Service rules, the probationary period may be extended. Upon receipt of a report from the  
4 appointing officer that he/she desires to make a probationary appointment permanent or upon  
5 completion of the probationary period without notice of discharge, the appointee shall be  
6 considered as regularly appointed. There shall be no probationary period served by an  
7 accountant II after promotion in that position from accountant I.

#### 8 9 **H. DISCHARGE DURING PROBATION**

10  
11 The appointing officer may discharge any employee at any time during his/her probationary  
12 period, but a full statement of his/her reasons for such discharge must be filed with the  
13 employee and the MTEA within three days of said discharge. The provision of this section  
14 shall only apply to employees in their initial probationary period or any extension thereof.

#### 15 16 **I. ALLEGATION OF MISCONDUCT**

17  
18 1. **MISCONDUCT.** No employee shall be suspended, discharged, or otherwise  
19 penalized, except for "just cause." No employee shall be involuntarily transferred, or  
20 reassigned as a disciplinary measure. In the event an employee is accused of  
21 misconduct in connection with his/her employment, the accusation, except in  
22 emergency cases as referred to herein, shall be processed as follows:

23  
24 a. If the principal or his/her administrative designee(s) is considering a  
25 recommendation for disciplinary action, he/she shall promptly notify the employee  
26 in writing of such consideration, the nature of the charges, that it will be necessary  
27 to confer on the matter and that at such conference the employee(s) will be allowed  
28 to be represented by the MTEA, legal counsel, or any other person of his/her  
29 choice. This notice shall be followed by a scheduled conference with the principal  
30 or his/her administrative designee(s) in an effort to resolve the matter. The  
31 conference shall be held within ten workdays of said written notification.  
32 Resolution of "day-to-day" problems which do not have a reasonable expectation  
33 of becoming serious will not necessitate a written memo.

34  
35 b. If the matter cannot be resolved under subsection "a," the principal, within  
36 five workdays of the conclusion of such conference shall specify the charges in  
37 writing and provide them to the employee and the MTEA. A hearing shall be held  
38 within ten workdays of the issuance of the charges to hear the charges and the  
39 response before the director of the Department of Human Resources or his/her



1 In the event the employee suspended is cleared of the charges, he/she shall be  
2 compensated in full for all salary lost during the period of suspension, minus any  
3 interim earnings.

4  
5 At the conclusion of the administrative inquiry, hearing of the resultant charges, if any,  
6 shall be conducted in accordance with Part IV, Section I(1)(b).

7  
8 **J. AUDIT PROCEDURES**

9  
10 The following shall apply to any audits conducted involving members of the bargaining unit:

11  
12 1. During any audit, the employee shall have reasonable daily access to books or  
13 records necessary for the performance of his/her duties.

14  
15 2. Upon conclusion of the audit, each employee shall be furnished a copy of the audit  
16 report.

17  
18 3. If an audit conference is held by central services, it shall be no sooner than one  
19 workweek after the employee has been furnished a copy of the audit report. During  
20 such audit conference, the employee may be represented by the MTEA, legal counsel,  
21 or any person of the employee's choosing.

22  
23 **K. INCLEMENT WEATHER**

24  
25 When schools are closed because of inclement weather, employees who report and work on  
26 that day shall be paid and granted compensatory time off. Employees who do not report will  
27 be paid. Employees who are on regular paid status and who have taken a sick day or  
28 vacation day shall not have these days deducted from their sick leave or vacation accounts if  
29 they were eligible for sick leave pay on the day.

30  
31 The employee shall select time off to utilize compensatory time subject to the approval of the  
32 principal. Compensatory time shall be taken off within one year from the date it was earned.

33  
34 **L. ACT OF GOD**

35  
36 In the event any employee is prevented from performing his/her duties by reason of an  
37 epidemic, fire, civil commotion within the city of Milwaukee preventing the employee from  
38 reaching his/her assigned work location, acts of the elements, and other casualty beyond  
39 his/her control which results in the closing of the work location to which he/she is assigned,

1 he/she shall be entitled to receive his/her full regular compensation provided that during any  
2 such period, he/she performs such duties as the superintendent may assign to him/her.

3  
4  
5 **PART V**

6  
7 **ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS**

8  
9 **A. ASSIGNMENTS**

10  
11 The MTEA recognizes the statutory authority of the superintendent to assign, reassign, and  
12 transfer employees as set forth below.

13  
14 **B. TRANSFERS, REASSIGNMENTS, AND SENIORITY**

15  
16 1. Bargaining unit members shall be assigned to the school. Work assignments for  
17 the purpose of Part V, Section B, shall be the employee's permanent school-based  
18 assignment(s). If a vacancy occurs, employees may apply for a transfer in accordance  
19 with Part V, Section B(2). In any reorganization of school assignments, only those  
20 employees affected by such reorganization shall be allowed to bid on the new  
21 assignments.

22  
23 2. Effective July 1, 2003, bargaining unit employees may apply for transfers when a  
24 vacancy exists and shall be interviewed by the building principal. Following the  
25 interview, the applicant has the right to withdraw his/her application within 48 hours.  
26 The principal shall select from among the three most senior applicants within the  
27 bargaining unit. If less than three bargaining unit applicants apply for a vacancy, the  
28 principal shall select from the applicant(s) who apply.

29  
30 3. Seniority shall mean the number of years of service in the bargaining unit. Leaves  
31 of absence or layoff shall not be deducted from length of service for purposes of  
32 seniority for layoff, recall, transfer, or bidding for assignments subsequent to a  
33 reorganization.

34  
35 4. Notice of existing vacancies and promotional openings, along with necessary  
36 qualifications, shall be provided to each employee within a school by the Department of  
37 Human Resources. Applications for promotions should be made on a form to be  
38 supplied through the Department of Human Resources or City Service.  
39



1 4. Bargaining unit members who have been identified for layoff shall be notified in  
2 writing of the layoff by the Board at least 15 days prior to said layoff. The MTEA will  
3 be given a list of the employee(s) who have been identified for layoff within one day of  
4 notice to the employee(s) as specified in Part V, Section D(3).

5  
6 5. An employee who is laid off shall be treated in the same manner as an employee  
7 on an unpaid leave for benefit purposes. Self-paid coverage must be continuous from  
8 the time of layoff.

9  
10 a. **HEALTH INSURANCE.** Eligibility ceases after the thirty-sixth month  
11 following the month in which Board-paid coverage stopped.

12  
13 b. **DENTAL INSURANCE.** Eligibility ceases after the thirty-sixth month  
14 following the month in which Board-paid coverage stopped. If the carrier rules  
15 limit coverage to a period of less than 36 months, these rules will apply providing  
16 that the coverage extends at least 24 months following the month in which Board  
17 coverage ceases.

18  
19 c. **GROUP LIFE INSURANCE.** Employees enrolled in the group life  
20 insurance plan at the time of layoff may continue in the plan. Eligibility ceases  
21 after the thirty-sixth month following the month in which Board coverage stopped.  
22 If carrier rules limit coverage to a period of less than 36 months, these rules will  
23 apply provided that the coverage extends at least 24 months following the month in  
24 which Board coverage ceases.

25  
26 6. An employee on layoff retains his/her rights to return to a vacant bargaining unit  
27 position within three years of his/her layoff date. Recall rights shall be limited to  
28 bargaining unit positions of the same or lower classification of that previously held by  
29 the laid-off employee.

30  
31 At the time of return under this provision, previously unused sick leave, service years,  
32 and vacation year credits will be retained being reduced only for the duration of the  
33 layoff period. Health insurance and life insurance coverage will be reinstated effective  
34 the date of return to active status.

35  
36 7. Recall from layoff will be by school system seniority within the bargaining unit.  
37 An employee on layoff shall not be prevented from securing other employment during  
38 the period he/she is laid off. The Board agrees that any laid-off employee who accepts  
39 other employment retains recall rights. If an employee is notified of a recall to any

1 bargaining unit position, the employee shall report for duty or lose his/her recall rights,  
2 except that no employee who refuses a temporary recall shall forfeit his/her recall rights.  
3

4 8. If a laid-off school accountant is recalled to a bookkeeper classification, he/she  
5 shall retain recall rights to vacant school accountant positions in accordance with  
6 subsection 7 above.  
7

8 9. No vacant position shall be filled by a newly hired employee while there are  
9 employees of the same or higher classification as the vacant position on layoff available  
10 to fill the vacant position.  
11

## 12 **PART VI**

### 13 **GRIEVANCE AND COMPLAINT PROCEDURE**

#### 14 **A. PURPOSE**

15 The purpose of this grievance procedure is to provide a method for quick and binding final  
16 determination of every question of interpretation and application of the provisions of this  
17 contract, thus preventing the protracted continuation of misunderstandings which may arise  
18 from time to time concerning such questions. The purpose of the complaint procedure is to  
19 provide a method for prompt and full discussion and consideration of matters of personal  
20 irritation and concern of an employee with some aspect of employment.  
21

#### 22 **B. DEFINITIONS**

23 1. A grievance is defined to be an issue concerning the interpretation or application of  
24 provisions of this contract or compliance therewith provided, however, that it shall not  
25 be deemed to apply to any order, action, or directive of the superintendent or anyone  
26 acting on his/her behalf, or to any action of the Board which relates or pertains to their  
27 respective duties or obligations under the provisions of the state statutes which have not  
28 been set forth in this contract.  
29

30 2. A complaint is any matter of dissatisfaction of an employee with any aspect of  
31 his/her employment which relates primarily to wages, hours, and working conditions  
32 and which does not involve any grievance as defined above. It may be processed  
33 through the application of the third step of the grievance procedure.  
34

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

### 8 **C. RESOLUTION OF GRIEVANCE OR COMPLAINT**

9

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

### 17 **D. STEPS OF GRIEVANCE OR COMPLAINT PROCEDURE**

18

19 Grievances or complaints shall be processed as follows:  
20

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

34 **SECOND STEP.** If the grievance or complaint is not adjusted in a manner satisfactory to  
35 the employee or the MTEA within five workdays after receipt of the written answer, then the  
36 grievance or complaint may be set forth in writing by a representative of the MTEA. The  
37 grievance shall set forth the particular section of the contract under which the grievance is  
38 brought. Either the grievant and the MTEA shall sign the grievance or complaint or the  
39 MTEA shall sign the grievance or complaint naming the individual(s) affected. Copies of

1 the same shall be transmitted to the director of Labor Relations who will transmit them to the  
2 director of the Department of Human Resources or his/her designee for discussion. Such  
3 discussion shall be held within ten workdays at a mutually convenient time arranged by the  
4 director of the Department of Human Resources or his/her designee.

5  
6 Within ten workdays after the discussion, the director of the Department of Human  
7 Resources or his/her designee shall advise Labor Relations in writing of his/her disposition  
8 of the grievance or complaint, with a copy for the MTEA and the grievant or complainant.

9  
10 **THIRD STEP.** If the written grievance is not adjusted in a manner satisfactory to the  
11 employee or the MTEA within ten workdays of the written disposition of the director of the  
12 Department of Human Resources or his/her designee, it may be presented to Labor Relations  
13 for discussion. Such discussion shall be held within ten workdays at a mutually convenient  
14 time fixed by Labor Relations. Within ten workdays thereafter, Labor Relations shall send a  
15 written disposition to the MTEA.

16  
17 **FOURTH STEP.** If the grievance is not adjusted in a manner satisfactory to the MTEA  
18 within 20 workdays of the written disposition of Labor Relations, it may be presented to  
19 final and binding arbitration in accordance with the following procedures:

20  
21 The final decision of the impartial referee, made within the scope of his/her jurisdictional  
22 authority, shall be binding upon the parties and the employees covered by this contract.

23  
24 1. **JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to  
25 consideration of grievances as herein above defined.

26  
27 The impartial referee procedure shall be subject to the following:

28  
29 a. The certifying party shall notify the other party in writing of the certification  
30 of a grievance.

31  
32 b. The certifying party shall forward to the impartial referee a copy of the  
33 grievance and the other party's answer and send a copy of such communication to  
34 the other party.

35  
36 c. Upon receipt of such documents, the impartial referee shall fix the time and  
37 place for a formal hearing of the issues raised in the grievance not later than 30  
38 days after receipt of such documents unless a longer time is agreed to by the  
39 parties.

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

e. In those cases where either party deems it necessary, it may be arranged that a transcript of the hearing be made by a qualified court reporter. The party making such arrangements shall bear the full cost thereof. The other party may purchase a copy. If the impartial referee requests that he/she be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by the parties.

f. The goal of the arbitration procedure is to provide prompt but judicious consideration of grievances. In most grievances, the time span between hearing and decision should not exceed eight weeks. If briefs are to be filed, a period of up to three weeks should be allowed for the filing of briefs after receipts of transcripts. Thereafter, the arbitrator may extend the filing date for an additional two weeks upon request for extenuating circumstances. If, after the initial three weeks for filing briefs, either party fails to request a two-week extension or if, after requesting a two-week extension, the party fails to file their brief, it shall be considered a waiver of the right to brief the case and the arbitrator shall proceed to prepare and issue the award.

g. The arbitrator's award shall be transmitted within three weeks after the receipt of briefs, except in very lengthy and/or complex cases.

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

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

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

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

3  
4 a. If the parties are unable to agree upon the selection of an impartial referee  
5 within two weeks after desired certification of a grievance, the certifying party  
6 shall request the Wisconsin Employment Relations Commission to submit to them  
7 a list of names of five persons suitable for selection as impartial referee.

8  
9 b. If the parties cannot agree upon one of the persons named on the list, the  
10 parties shall strike a name alternately, beginning with the MTEA, until one name  
11 remains. Such remaining person shall act as impartial referee. In subsequent  
12 selections, the parties shall alternate the first choice to strike a name.

13  
14 **E. PRESENCE OF COMPLAINANT OR GRIEVANT**

15  
16 1. The person taking the action may be present at every step of the procedure and  
17 shall be present at the request of the MTEA, the director of the Department of Human  
18 Resources or his/her designee, the superintendent, or the committee as the case may be.

19  
20 2. Grievances or complaints at the second step and grievances at the third step may be  
21 processed during the day at the grievant's school. If impossible to schedule a meeting at  
22 the grievant's school, the employee may be released without loss of pay or sick leave to  
23 meet with the appropriate party. Every effort shall be made not to absent an employee  
24 from his/her assignment.

25  
26 **F. GROUP GRIEVANCE**

27  
28 In order to prevent the filing of a multiplicity of grievances on the same question of  
29 interpretation or compliance where the grievance covers a question common to a number of  
30 employees, it shall be processed as a single grievance, commencing at the third step. Any  
31 group grievance shall set forth thereon the names of the persons or the group and the title and  
32 specific assignments of the people covered by the group grievance. Group grievances shall  
33 be signed by a principal officer or staff representative of the MTEA.

34  
35 **G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE**  
36 **JURISDICTION OF A PRINCIPAL**

37  
38 Any grievance or complaint based upon action of authority higher than the principal shall be  
39 initiated directly with the person having such jurisdiction of the matter.

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**H. CONDUCT MATTERS**

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

**I. WAIVER BY THE GRIEVANT**

An employee who elects to proceed to arbitration shall be considered to have waived the right to pursue the matter in the courts, except as provided in Chapter 788, Wisconsin State Statutes.

**J. PROHIBITED PRACTICES**

In the event the MTEA alleges a prohibited practice, it shall put in writing the facts in the case. The MTEA and negotiator will meet and discuss the appropriate route. Within ten workdays, the administration will reply in writing what it believes is the appropriate route of processing the matter as presented. The MTEA shall then proceed in the appropriate manner. The initial filing of a prohibited practice allegation pursuant to this section shall constitute compliance with the time limits of the grievance procedure of the contract.

**K. NON-DISCRIMINATION CLAUSE**

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

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

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

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**PART VII**

**NO STRIKE CLAUSE**

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

**PART VIII**

**BASIS FOR AGREEMENT**

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

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

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

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

**C. AID TO CONSTRUCTION OF THE PROVISIONS OF 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.

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**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 should 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.

**PART IX**

**NON-RECRIMINATION CLAUSE**

The Board and those acting on its behalf shall not recriminate in any way against any bargaining unit employee on the basis of his/her participation in the strike or pre-strike activities. However, this provision does not preclude the Board from participation in criminal proceedings initiated by an aggrieved person.

Employees who received letters under Part IV, Section I, during the strike will have the letters withdrawn if the employees concerned attend a conference with an appropriate central services administrator. The employee may be represented at the conference.

The MTEA and all its bargaining unit employees agree that they shall not recriminate in any way against the Board and those active on its behalf or against other teachers or any Board employee as a result of their participation or non-participation in said strike or pre-strike activities. This provision does not preclude the MTEA from participation in criminal proceedings initiated by an aggrieved person.

The Board and the MTEA recognize their responsibility to re-establish a cooperative work attitude among employees. Both the Board and the MTEA will take affirmative action to re-establish such a work attitude.

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**PART X**

**RESIDENCY**

Members of the bargaining unit shall maintain residence within the city of Milwaukee.

1                                   **MILWAUKEE TEACHERS' EDUCATION ASSOCIATION**  
2                                   **NEGOTIATING TEAM**  
3

4  
5                                   Dennis Oulahan, MTEA President  
6                                   Mariella Peterson, Accountant/Bookkeeper President  
7                                   Fern Hamilton, Accountant/Bookkeeper Vice President  
8                                   Eileen Ilk, Member  
9                                   Samuel J. Carmen, MTEA Executive Director  
10                                  Nancy A. Costello, Staff Negotiator  
11  
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13

14                                  **MILWAUKEE BOARD OF SCHOOL DIRECTORS**  
15                                  **OFFICERS**  
16

17  
18                                  Joe Dannecker, President  
19                                  William G. Andrekopoulos, Superintendent of Schools  
20                                  Therese M. Freiberg, Director, Labor Relations  
21

22  
23                                  Peter Blewett  
24                                  Charlene Hardin  
25                                  Danny Goldberg  
26                                  Barbara Horton  
27                                  Kenneth Johnson  
28                                  Jennifer Morales  
29                                  Jeff Spence  
30

1 **SALARY SCHEDULES**

2  
3 **APPENDIX A**

4  
5 **January 1, 2004**

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7

	<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
8 Bookkeeper - 12 mo.	\$ 1,183.86	\$ 1,557.78	\$ 50.99
9 Bookkeeper - 10 mo.	1,154.25	1,518.84	49.71
10 Accountant I - 12 mo.	1,392.93	1,716.35	56.87
11 Accountant II - 12 mo.	1,586.40	1,964.97	65.06

12  
13

14 APPLICATION - Effective January 1, 2004, individual salaries will be increased by 2  
15 percent from the December 31, 2003, level.

16  
17 **July 1, 2004**

18  
19

	<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
20 Bookkeeper - 12 mo.	\$ 1,189.78	\$ 1,565.57	\$ 51.24
21 Bookkeeper - 10 mo.	1,160.02	1,526.43	49.96
22 Accountant I - 12 mo.	1,399.89	1,724.93	57.15
23 Accountant II - 12 mo.	1,594.33	1,974.79	65.39

24  
25

26 APPLICATION - Effective July 1, 2004, individual salaries will be increased by 0.5  
27 percent from the June 30, 2004, level.

28  
29 **January 1, 2005**

30  
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	<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
32 Bookkeeper - 12 mo.	\$ 1,213.58	\$ 1,596.88	\$ 52.26
33 Bookkeeper - 10 mo.	1,183.22	1,556.96	50.96
34 Accountant I - 12 mo.	1,427.89	1,759.43	58.29
35 Accountant II - 12 mo.	1,626.22	2,014.29	66.70

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38 APPLICATION - Effective January 1, 2005, individual salaries will be increased by 2  
39 percent from the December 31, 2004, level.

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**July 1, 2005**

	<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
Bookkeeper - 12 mo.	\$ 1,219.65	\$ 1,604.86	\$ 52.52
Bookkeeper - 10 mo.	1,189.14	1,564.74	51.21
Accountant I - 12 mo.	1,435.03	1,768.23	58.58
Accountant II - 12 mo.	1,634.35	2,024.36	67.03

APPLICATION - Effective July 1, 2005, individual salaries will be increased by 0.5 percent from the June 30, 2005, level.

**March 1, 2006**

	<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
Bookkeeper - 12 mo.	\$ 1,244.04	\$ 1,636.96	\$ 53.57
Bookkeeper - 10 mo.	1,212.92	1,596.03	52.23
Accountant I - 12 mo.	1,463.73	1,803.59	59.75
Accountant II - 12 mo.	1,667.04	2,064.85	68.37

APPLICATION - Effective March 1, 2006, individual salaries will be increased by 2 percent from the February 28, 2006, level.

**SCHOOL BUDGET RESPONSIBILITIES**

At the discretion of the principal, accountants/bookkeepers may be assigned to monitor, report, and explain the school budget and actual expenditures, including, but not limited to, analysis of detailed responsibility reports, department budgets, and any material variances.

Once assigned these responsibilities, accountants/bookkeepers shall receive an additional increment step for the duration of that school year. The increment step may exceed the pay range.

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**APPENDIX B**

**GRANDFATHERING OF SCHOOL ACCOUNTANTS**

1. If the employer eliminates nine school accountant positions and creates bookkeeper positions in the high schools, the nine affected school accountants shall be allowed to fill nine newly created bookkeeper positions.
2. The nine accountants shall function within the school accountant job description.
3. The nine accountants shall receive accountant rate of pay.
4. The nine accountants shall be allowed to select assignments by seniority from the list of high schools provided to the MTEA by the administration.  
Assignment selection rights for the nine accountants, contained in Part V of this contract, shall not include Rufus King, Juneau, and Milwaukee High School of the Arts.
5. When vacancies occur within the grandfathered positions and if the employer decides to fill such vacancies, the position shall be considered a bookkeeper vacancy.
6. Nothing contained within Appendix B shall be interpreted as a waiver or modification of any other sections of the contract except as provided herein.

**APPENDIX C**

**TUITION REIMBURSEMENT**

School accountants and bookkeepers shall receive full reimbursement up to \$1,200 in a fiscal year for tuition costs they incur if the following conditions are met:

1. The school accountant/bookkeeper must be an employee of the Board of School Directors at the time of application and reimbursement.
2. Course work must be taken on the employee's own time. Attendance at all classes must be outside his/her regularly scheduled work hours as assigned.

- 1 3. The course chosen must be related to the improvement of the employee's ability to  
2 perform on his/her present job or to a reasonable promotional goal. If a degree is  
3 applicable under this provision, requirements of that degree will be considered  
4 applicable also.  
5
- 6 4. Application must be made on the Tuition Reimbursement Application form.  
7 Application must be made prior to the completion of the course, but those whose  
8 participation in a course depends upon reimbursement should submit the request early  
9 enough to receive approval before the course begins.  
10
- 11 5. The employee must not receive other governmental tuition assistance for the same  
12 course of study.  
13
- 14 6. The employee must present evidence of the amount of tuition paid and of  
15 satisfactory completion ("C" grade or higher for graded courses; "B" grade for graduate  
16 level work) of the course of study before reimbursement will be made.  
17

18 **Limitations:**

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- 20 1. No reimbursement will be made for travel, meals, lodging, laboratory fees, or  
21 taxes.  
22
- 23 2. Attendance at conventions and similar special programs will not be covered under  
24 this program.  
25
- 26 3. Applications will be considered in the order in which they are received to the  
27 extent that funds are available.  
28
- 29 4. The Board shall approve eligible applications within budget limitations of \$6,000  
30 per year.  
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- 32 5. Those employees voluntarily terminating their employment with the Milwaukee  
33 Public Schools within one year of the completion of the courses, seminars, or  
34 workshops for which the employee received tuition reimbursement under this provision  
35 will be required to return said reimbursement to the Board in its entirety. Employees  
36 voluntarily terminating after one year but less than two years as prescribed above shall  
37 be required to return half of said reimbursement to the Board. Such reimbursement may  
38 be deducted from the employee's paycheck.  
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**APPENDIX D**

**LOCAL SCHOOL GOVERNANCE**

The MTEA will work with the Board on resolving issues of concern pertaining to local school governance. In so doing, the MTEA does not waive any rights with respect to negotiations over changes in conditions of employment. The Board agrees to negotiate with the MTEA over any changes in conditions of employment for which it has an obligation to bargain. In addition, the parties agree to the following:

1. Where bargaining unit personnel are not included in the school's local school governance council, copies of the minutes of such meetings, if written minutes are kept, will be given in hard copy to bargaining unit members upon request or provided by e-mail to the MTEA upon request.
2. Local school governance councils will not make decisions related to wages, hours, and/or conditions of employment covered by collective bargaining. If as a result of these local school governance meetings, there is a proposed change to a matter which is related to wages, hours, or conditions of employment, then the changes or impact of the proposed changes will be submitted to the MTEA for negotiations.