Hawks Quindel S.C.
ATTORNEYS AT LAW

MILWAUKEE OFFICE
222 E. Erie Street, Suite 210
P.O. Box 442
Milwaukee, WI 53201-0442
PH: 414-271-8650 FAX: 414-271-8442

October 31, 2014

VIA HAND DELIVERY
Dawn Smith, Clerk to
Honorable David M. Bastianelli
Circuit Court Judge, Branch 1
Kenosha County Courthouse
912 56th Avenue
Kenosha, WI 53140

RE: LaCroix, et al. v. Kenosha Education Ass'n, et al.
Case No. 13CV1899
Our File No. 14110

Dear Ms. Smith:

I enclose, for filing in the above-referenced case, the following materials on behalf of defendants SEIU Local 168 and AFSCME Local 2383:

1. Brief of Defendants SEIU Local 168 and AFSCME Local 2383 in Opposition to Plaintiffs' Motion for Summary Judgment;
2. Affidavit of Patricia Tetzlaff, with Exhibits A through D thereto; and
3. Affidavit of Denise Villalobos, with Exhibit A thereto.

Under copies of this letter, I have had copies of the enclosed materials served on other counsel of record by the methods shown below.

Please file-stamp the enclosed extra copies of the first pages of the enclosed and return them to my courier.

Thank you.

Very truly yours,
HAWKS QUINDEL, S.C.

By _____
Jeffrey P. Sweetland

JPS:nf
Enclosures
c: Atty. Richard M. Esenberg (by email and hand delivery)
Atty. Nathan J. McGrath (by email and first-class mail)
Atty. Lester A. Pines (by email and first-class mail)
Atty. Tamara B. Packard (by email and first-class mail)
Atty. Aaron N. Halstead (by email and first-class mail)
Atty. Colin B. Good (by email and first-class mail)
Patti Tetzlaff, President, SEIU Local 168

STATE OF WISCONSIN CIRCUIT COURT BRANCH 3 KENOSHA COUNTY

KRISTI LACROIX, et al.

Plaintiffs,

vs. Case No. 2013-CV-1899

REBECCA STEVENS, et al.

Defendants.

BRIEF OF DEFENDANTS' SEIU LOCAL 168 and AFSCME LOCAL 2383 IN OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

Defendants SEIU Local 168 and AFSCME Local 2383 (collectively "Defendants") offer this combined brief opposing Plaintiffs' Motion for Summary Judgment. Defendants seek to incorporate by reference select portions of the brief in opposition to Plaintiffs' Motion for Summary Judgment filed on behalf of Defendant Kenosha Education Association ("KEA"). Defendants join KEA in asserting that Plaintiffs have failed to provide the court with sufficient evidence to demonstrate even a *prima facie* claim for relief. Defendants assert separately, however, that the Court should deny Plaintiffs' Motion for Summary Judgment and instead grant summary judgment to the Defendants because Plaintiffs have failed to provide evidence that enforceable collective bargaining agreements between the Kenosha Unified School District No. 1 ("District") and Defendants even exist.

Additionally, the Court should deny summary judgment to Plaintiffs and grant such judgment to the Defendants on Plaintiffs' antitrust claims, including but not limited to their claim for attorney fees thereunder. As a matter of law, Plaintiffs have failed to plead or demonstrate a colorable antitrust claim under Wis. Stat. Chapter 133.

FACTS

Defendants adopt and expand the statement of facts included in KEA's Brief in Opposition to Plaintiffs' Motion for Summary Judgment. KEA's Brief, pp. 2-13. Defendants write separately to highlight Plaintiffs' failure to produce any enforceable collective bargaining agreements, reduced to writing and signed by Defendants, after the tentative agreements were ratified by the Kenosha Unified School District Board of Education ("Board") (collectively with the District, "KUSD") on November 15, 2013.

Defendants agree with KEA that they collectively reached and signed a tentative agreement on terms for collective bargaining agreements for the periods July 1, 2013, through June 30, 2014, and July 1, 2014, through June 30, 2015, for their bargaining units represented by the Defendants on or around November 11, 2013. KEA'S Brief, pp. 11-12; Affidavit of Denise Villalobos ("Villalobos Aff."), ¶¶ 3-4,; Affidavit of Patricia Tetzlaff ("Tetzlaff Aff.") ¶¶ 3-4; Affidavit of Brian McGrath (McGrath Aff'), Ex. G. Defendants also agree with KEA that the negotiations were conducted and tentative agreement achieved in light of and in full reliance on the WERC's public acknowledgement that emergency rule 70.03 "was enacted without

lawful authority and was therefore void when enacted, had no legal effect, and will not be implemented or enforced." KEA Brief p. 11; Villalobos Aff. ¶ 4, Tetzlaff Aff. ¶ 4. Moreover, Defendants reached and signed the tentative agreement after Judge Juan Colás issued a decision and order declaring portions of Act 10 to be unconstitutional, null and void, and without effect. Affidavit of Packard, Ex. 2.

After the Board ratified the tentative agreements on November 15, 2013, however, neither Local 2383 or Local 168 ever signed any collective bargaining agreement with the Board and, in fact, no such agreement ever came into existence. Villalobos Aff., ¶ 6; Tetzlaff Aff., ¶ 6. Instead, on December 19, 2013, members of both Local 2383 and Local 168 received an email with attachments from KUSD's Office of Human Resources indicating that it was moving forward with the implementation of a new collective bargaining agreement that reverted to the language contained in the parties' July 1, 2011, to June 30, 2013, collective bargaining agreements. Villalobos Aff., ¶ 7; Tetzlaff Aff., ¶ 7. Although the email's "attached changes" to the prior CBAs largely tracked the Tentative Agreement, it proposed the addition of one that had never been agreed upon: "Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form." Such a provision had not been part of either predecessor collective bargaining agreements between KUSD and Local 2383 or Local 168. Villalobos Aff. ¶ 7, Tetzlaff Aff., ¶ 8. Following receipt of KUSD's December 19, 2013, representatives of Local 168 never signed any agreement accepting or

incorporating the "attached change" about Union dues. Villalobos Aff. ¶ 8; Tetzlaff Aff. ¶ 9.

On or about February 24, 2014, Patricia Tetzlaff ("Tetzlaff"), the president of Local 168, delivered copies of a proposed draft of a 2013-2014 CBA that was intended to incorporate the terms of the Tentative Agreement into the previous CBA to Sheronda Glass ("Glass"), the executive director in business services for KUSD, and to KUSD's human resources office. Tetzlaff Aff., ¶ 10. Neither Tetzlaff nor any other representative of Local 168 received a response from any representative of KUSD about the proposed draft Agreement or about finalizing or signing any agreement between KUSD and Local 168. Tetzlaff Aff., ¶ 11.

On or about June 5, 2014, Tetzlaff inquired of Glass, "Do we have a contract? What guidelines are we following? Just in general where are we[?]" The following day, June 6, 2014, Glass responded to my questions by email, stating:

> As you know, we received a letter from the WERC, which you were copied on, indicating that SEIU Local 168 failed to file a petition for recertification by August 31, 2013. The WERC indicates that because you failed to file a recertification petition, you are no longer recognized as the legal union representative for Service Employees. Therefore, our legal counsel has advised us that the CBA that was negotiated is null and void.
>
> As far as what guidelines to follow, technically, you are covered by the handbook that was previously adopted by the Board for the Service Employees back in 2012. We will, however, continue to operate the way we have been (for the past year) until we get further direction from the Board. For the most part, we did not reinstate the CBA and it should not be a problem as we move forward.

Tetzlaff Aff., ¶ 12.

Neither Local 2383 or Local 168 have signed any collective bargaining agreements with KUSD, including any such agreement incorporating the changes

contemplated by the Tentative Agreements or proposed by the Board in the above-described December 19, 2013 email. Villalobos Aff., ¶ 8; Tetzlaff, ¶ 9. Plaintiffs have asserted that Defendants have produced their putative new contracts through discovery. Plaintiffs' Brief p. 5, n. 4, McGrath Aff. Ex. F. In fact, the documents cited are merely redlined versions of the July 1, 2011, to June 30, 2013, collective bargaining agreements with no signatures, and thus, no efficacy.

ARGUMENT

Defendants contend that Plaintiffs have failed to demonstrate a *prima facie* case for summary judgment by failing to establish the existence of facts, through admissible evidence, essential to their case, namely that collective bargaining agreements exist between KUSD and Defendants. Similarly, Plaintiffs have neither pled nor shown a colorable antitrust claim under Chapter 133 and therefore have no claim for attorney fees.

I. STANDARDS FOR SUMMARY JUDGMENT.

Defendants adopt the standards for summary judgment as recited in KEA's Brief in Opposition to Plaintiff's Motion for Summary Judgment. KEA Brief, pp. 14-15.

II. PLAINTIFFS FAIL TO MAKE A *PRIMA FACIE* CASE FOR SUMMARY JUDGMENT.

Plaintiffs' Motion for Summary Judgment states that it seeks by summary judgment a declaration that "the collective bargaining agreements [Defendants] negotiated and entered into with the Kenosha School District in November, 2013

are void as a matter of law." Essential to such relief, as an element of the *prima facie* case, however, is proof of the existence and terms of such agreements, agreements which Plaintiffs have failed to provide because they simply do not exist. Indeed, this Court need not even reach the issue of validity, where Plaintiffs have failed to produce any valid collective bargaining agreements between the parties. Moreover, Plaintiffs have also failed to provide a collective bargaining agreement which complies with Wis. Stat. § 111.70(1)(A), which requires agreements be reduced to writing and signed by the parties before they become enforceable.

A. Plaintiffs Fail to Make a *Prima Facie* Case for Summary Judgment That the Parties Entered Into A Contract in Fact.

The only evidence of any portion of the terms of the contracts negotiated and entered into between these Defendants and KUSD in November 2013 is the "Tentative Agreement" attached as Exhibit G to the McGrath Affidavit. That document is signed by representatives of KSUD and the Defendants, but does not reflect the full terms of the parties' agreements. Rather, the parties' agreement was to use the terms of their various 2011-2013 Collective Bargaining Agreements as the starting point for the CBA's for July 1, 2013 through June 30, 2014, and for the CBA's for June 1, 2014 through June 30, 2015, and for those CBA's to contain the same terms as the 2011-2013 CBA's except as modified in the Tentative Agreement. Even then, KUSD proposed on December 19, 2013, to supplement the parties' original agreements with a provision which would limit the fair share payments. Defendants never ratified and certainly never signed a written agreement

containing such terms. No collective bargaining agreements were ever reduced to writing or signed by the parties.

At most, Plaintiffs have presented as Exhibits H and I to McGrath's Affidavit documents that Defendants admit are "genuine," and which McGrath contends are "the 2013-2015 Contract between the School District and AFSCME" or "the 2013-2014 Contract between the School District and SEIU" McGrath Aff. ¶¶ 9, 10. McGrath's affidavit presents no evidence that the assertion is based on his personal knowledge. Moreover, in their brief, Plaintiffs differently contended that this document is "the expired collective bargaining agreement" "between the School District and the Union Defendants," (Plaintiffs' Brief in Support of Motion for Summary Judgment, p. 4), which is contrary to McGrath's affidavit and untrue. Similarly, Defendant AFSCME Local 2383 disputes Plaintiffs' factual assertion (in both McGrath's Affidavit and in Plaintiffs' brief at pp. 9-10) that the document attached as Exhibit H thereto is the 2013-2015 Contract between the School District and AFSCME. Likewise, Defendant SEIU Local 168 disputes Plaintiffs' factual assertion (also in both Mr. McGrath's Affidavit and in Plaintiffs' brief at pp. 9-10) that the document attached as Exhibit I thereto is the 2013-2015 Contract between the School District and SEIU. These assertions are repeated in Plaintiffs' brief at page 5.

While it is true that these documents were produced by Defendants in discovery, they made no such representations that these were, in fact, enforceable collective bargaining agreements. McGrath, as an attorney for the Plaintiffs, has no

personal knowledge on which to base that contention, and his Affidavit demonstrates none. As such, Plaintiffs have failed to make a *prima facie* case for summary judgment that the parties entered into a contract in fact.

B. Plaintiffs Fail to Make a Prima Facie Case for Summary Judgment That the Parties Entered Into A Contract in Fact That Complies With Wis. Stat. § 111.70(1)(A).

Collective bargaining agreements are contracts and contracts require an offer, an acceptance, and consideration. *See, e.g., Flambeau Prods. Corp. v. Honeywell Info. Sys., Inc.*, 116 Wis.2d 95, 112, 341 N.W.2d 655 (1984). Offer and acceptance are mutual expressions of assent, and consideration is evidence of the intent to be bound to the contract. *NBZ,Inc. v. Pilarski*, 185 Wis.2d 827, 837, 520 N.W.2d 93 (Wis. Ct. App. 1994). Additionally, Wis. Stat. § 111.70(1)(a), both pre- and post-Act 10, requires that "collective bargaining includes the reduction of any agreement reached to a written and signed document." Plaintiffs fail to make a *prima facie* case for summary judgment that the parties entered into a contract because the parties never reduced to writing and signed a collective bargaining agreement pursuant to Wis. Stat. § 111.70(1)(A).

Statutory interpretation "begins with the language of the statute. If the meaning of the statute is plain, [a court] will ordinarily stop the inquiry." *Seider v. O'Connell*, 236 Wis. 2d 211, 232, 612 N.W.2d 659 (2000); see also *State v. Pratt,* 36 Wis. 2d 312, 317, 153 N.W.2d 18 (1967) ("In construing or interpreting a statute the court is not at liberty to disregard the plain, clear words of the statute.") A court gives statutory language its common, ordinary, and accepted meaning, except that

technical or specially-defined words or phrases are given their technical or special definitional meaning. *Bruno v. Milwaukee County*, 2003 WI 28, ¶22, 260 Wis. 2d 633, 660 N.W.2d 656; *see also* Wis. Stat. § 990.01(1). "The cardinal rule in interpreting statutes is that the purpose of the whole act is to be sought and is favored over a construction which will defeat the *manifest object of the act.*" *Student Ass'n v. Baum*, 74 Wis. 2d 283, 294-95, 246 N.W.2d 622 (1976) (emphasis added).

"Although plain meaning analysis primarily focuses on the words and phrases in disputed portions of statutes, courts also consider the context represented by the entire statute." *Beaver Dam Cmty. Hosps. v. City of Beaver Dam*, 2012 WI App 102, ¶8, 344 Wis. 2d 278, 822 N.W.2d 491. Thus, statutory language is interpreted in the context it is used as a whole and read where possible to give reasonable effect to every word in order to avoid absurd or unreasonable results. *Bruno*, 2003 WI 28, ¶24, 260 Wis. 2d 633, 660 N.W.2d 656; *see also State v. Delaney*, 2003 WI 9, ¶13, 259 Wis. 2d 77, 658 N.W.2d 416. "If this process of analysis yields a plain, clear statutory meaning, then there is no ambiguity, and the statute is applied according to this ascertainment of its meaning." *Id* at ¶20. Where a court finds statutory language unambiguous, there is no need for it to consult extrinsic sources of interpretation, such as legislative history. *State ex rel. Cramer v. Wisconsin Court of Appeals*, 2000 WI 86, ¶18, 236 Wis. 2d 473, ¶18, 613 N.W.2d 591.

In this case, Plaintiffs have failed to establish that Defendants reached and signed an agreement as required by the plain language of Wis. Stat. § 111.70(1)(A). Indeed, no new collective bargaining agreements were ever prepared and neither Local 2383 nor Local 168 ever signed any new agreement after the Tentative Agreements were ratified by the Board on November 15, 2013. Villalobos Aff., ¶ 8; Tetzlaff Aff, ¶ 9. In fact, on December 19, 2013, members of both AFSCME and SEIU received an email with attachments from the Board indicating that the Board was moving forward with the implementation of a new collective bargaining agreement that reverted to the language contained in the parties' collective bargaining agreement covering the period July 1, 2011, to June 30, 2013, collective bargaining agreements. Villalobos Aff. ¶ 7; Tetzlaff Aff. ¶ 7. Although the email's "attached changes" to the prior CBAs largely tracked the Tentative Agreement, it proposed addition of one that had never been agreed upon: "Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form." Villalobos Aff. ¶ 7; Tetzlaff Aff. ¶ 8. Such a provision was never a part of either the previous collective bargaining agreement between KUSD and Local 2383 or Local 168 and no representative from either Union has signed a collective bargaining agreement since the Board ratified the tentative agreement on November 15, 2013. Villalobos Aff. ¶ 8; Tetzlaff Aff. ¶¶ 8-9.

Plaintiffs have thus failed to establish a *prima facie* case that, under Wisconsin law, Defendants Local 2383 or Local 168 have reach a written and signed successor collective bargaining agreement with KUSD as required by Wis. Stat. §

111.70(1)(a). Simply put, no such contracts exist. Consequently, the Court has at best incomplete evidence of the collective bargaining agreements challenged. It therefore cannot proceed to the next steps in the summary judgment process: determining whether a genuine factual issue exists which would entitle the non-moving party to a trial, and, in the absence of such factual dispute, determining whether either party has shown a basis for summary judgment as a matter of law.

C. Plaintiffs Fail to Make a *Prima Facie* Case for Summary Judgment That the Parties Entered Into An Implied Contract.

Similarly, Plaintiffs cannot contend that the tentative agreements, which were signed by Defendants and ratified by the Board, constitute implied agreements since KUSD behaved in a matter inconsistent with such an agreement. For instance, on December 19, 2013, KUSD's Office of Human Resources sent an email to members of both Local 2383 and Local 168 indicating that it was moving forward with the implementation of a new collective bargaining agreement that reverted to the language contained in the parties' July 1, 2011, to June 30, 2013 collective bargaining agreements. Villalobos Aff., ¶ 7; Tetzlaff Aff., ¶ 7. Although the email's "attached changes" to the prior CBAs largely tracked the Tentative Agreement, it proposed the addition of one that had never been agreed upon: "Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form." Such a provision had not been part of either predecessor collective bargaining agreements between KUSD and Local 2383 or Local 168. Villalobos Aff. ¶ 7, Tetzlaff Aff., ¶¶ 7-8.

Similarly, on February 24, 2014, Tetzlaff delivered copies of a proposed draft of a 2013-2014 CBA that was intended to incorporate the terms of the Tentative Agreement into the previous CBA to Ms. Glass's office and to KUSD's human resources office. Tetzlaff Aff., ¶ 10. Neither Tetzlaff nor any other representative of Local 168 received a response from any representative of KUSD about the proposed draft Agreement or about finalizing or signing any agreement between KUSD and Local 168. Tetzlaff Aff., ¶ 11.

On or about June 5, 2014, Tetzlaff inquired of Ms. Glass, "Do we have a contract? What guidelines are we following? Just in general where are we[?]" The following day, June 6, 2014, Ms. Glass responded to her questions by email, stating:

> As you know, we received a letter from the WERC, which you were copied on, indicating that SEIU Local 168 failed to file a petition for recertification by August 31, 2013. The WERC indicates that because you failed to file a recertification petition, you are no longer recognized as the legal union representative for Service Employees. Therefore, our legal counsel has advised us that the CBA that was negotiated is null and void.
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> As far as what guidelines to follow, technically, you are covered by the handbook that was previously adopted by the Board for the Service Employees back in 2012. We will, however, continue to operate the way we have been (for the past year) until we get further direction from the Board. For the most part, we did not reinstate the CBA and it should not be a problem as we move forward.
> Tetzlaff Aff. ¶ 12.

Neither Local 2383 or Local 168 have signed any collective bargaining agreements with KUSD, including any such agreement incorporating the changes contemplated by the Tentative Agreements or proposed by the Board in the above-described December 19, 2013 email. Villalobos Aff. ¶ 8; Tetzlaff Aff. ¶ 9. Simply put, Plaintiffs cannot contend that the tentative agreements, which were signed by

Defendants and ratified by the Board, constitute implied agreements since KUSD behaved in a matter inconsistent with such an agreement by changing or repudiating their existence on at least three occasions.

In sum, Plaintiffs ask the court to declare void contracts the complete terms of which are not before the court. As outlined in Section I above, Plaintiffs bear the burden to prove a *prima facie* case for summary judgment by presenting the court with admissible evidence on each element essential to their case. They have utterly failed in that burden. Therefore, the court cannot move on to the next steps in the summary judgment. Instead, Plaintiffs' Motion for Summary Judgment must be denied.

III. THE PLAINTIFFS HAVE NEITHER PLED NOR SHOWN A COLORABLE ANTITRUST CLAIM UNDER CHAPTER 133 AND THEREFORE HAVE NO CLAIM FOR ATTORNEY FEES.

The sum and substance of this lawsuit is the Plaintiffs' effort to have any 2013-2014 and 2014-2015 collective-bargaining agreements covering District employees declared invalid and enjoined as in violation of Act 10. Even if this court should rule for the Plaintiffs on that issue and grant the requested declaratory and injunctive relief, Plaintiffs do not have a claim for attorney fees under the Declaratory Judgment Act. *See Gorton v. Hostak, Heinzl & Bichler, S.C.,* 217 Wis. 2d 493, ¶ 33, 577 N.W.2d 617 (1998); *Cobb v. Milwaukee County,* 60 Wis. 2d 99, 119-20 (1973); *Lenhardt v. Lenhardt,* 2000 WI App 201, ¶ 15, 238 Wis. 2d 535, 618 N.W.2d 218. Consequently, they have inserted an antitrust claim under Wis. Stat.

§ 133.03 into their complaint simply because Wis. Stat. § 133.18(1) provides for fee awards in antitrust cases.

No court has ever held that unions and employers violate the antitrust laws simply by entering collective bargaining agreements, yet that is what the Plaintiffs ask this court to do, so that they can dun the Unions for their attorney fees. Simply contracting collectively with an employer over its employees' wages, hours and conditions of employment is not and has never been an antitrust violation. Indeed, the activities of labor unions have long been exempt from both federal and state antitrust laws. Wisconsin's antitrust statute recognizes that, "[t]he labor of a human being is not a commodity or article of commerce," and thus, labor unions may engage in activities to carry out the legitimate goals of their organization without running afoul of the antitrust laws. Wis. Stat. § 133.07(1). The law specifically allows "[w]orking people [to] organize themselves" to promote "the regulation of their wages and their hours and conditions of labor," *id.* § 133.08(1), and states the antitrust laws should not be construed to prohibit collective bargaining. *Id.* § 133.09. *See also* § 133.08(2).

The Plaintiffs acknowledge, as they must, that Wis. Stat. § 133.03, on which they purport to ground their antitrust claim, "was intended as a reenactment of the first two sections of the federal Sherman Act of 1890, 15 U.S.C. §§ 1 and 2 . . . and that the question of what acts constitute a combination or conspiracy in restraint of trade is controlled by federal court decisions under the Sherman Act." *See Grams v. Boss,* 97 Wis. 2d 332, 346, 294 N.W.2d 473 (1980).Thus, the language of the

Sherman Act, related Acts from which Wis. Stat. Ch. 133 also derives, and cases interpreting them, are instructive here.

Section 1 of the Sherman Act states, in relevant part as it did when first enacted in 1890: "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several states, or with foreign nations, is declared to be illegal." 15 U.S.C. § 1. Section 133.03 of the Wisconsin Statutes similarly provides: "Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce is illegal."

The Sherman Act was supplemented by the Clayton Act of 1914, § 6 of which, 15 U.S.C. § 17, states, as it did when first enacted:

> The labor of a human being is not a commodity or article of commerce. Nothing contained in the antitrust laws shall be construed to forbid the existence and operation of labor, agricultural, or horticultural organizations, instituted for the purposes of mutual help, and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof; nor shall such organizations, or the members thereof, be held or construed to be illegal combinations or conspiracies in restraint of trade, under the antitrust laws.

Similarly, Wis. Stat. § 133.07 provides:

> This chapter shall not prohibit the existence and operation of labor, agricultural or horticultural organizations, instituted for the purpose of mutual help, and not having capital stock or conducted for profit, or organizations permitted under ch. 185 or 193; shall not forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof; and such organizations, or the members thereof, shall not be held or construed to be illegal combinations or conspiracies in restraint of trade, under this chapter. The labor of a human being is not a commodity or article of commerce.

The significance of the explicit command in § 6 of the Clayton Act that "The labor of a human being is not a commodity or article of commerce," was explained by

the United States Supreme Court in *Apex Hosiery Co. v. Leader,* 310 U.S. 469 (1940):

> A combination of employees necessarily restrains competition among themselves in the sale of their services to the employer; yet such a combination was not considered an illegal restraint of trade at common law when the Sherman Act was adopted, either because it was not thought to be unreasonable or because it was not deemed a "restraint of trade." Since the enactment of the declaration in § 6 of the Clayton Act that "the labor of a human being is not a commodity or article of commerce * * * nor shall such (labor) organizations, or the members thereof, be held or construed to be illegal combinations or conspiracies in restraint of trade, under the anti-trust law," it would seem plain that *restraints on the sale of the employee's services to the employer, however much they curtail the competition among employees, are not in themselves combinations or conspiracies in restraint of trade or commerce under the Sherman Act.*

Apex Hosiery, at 502-03 (emphasis added, ellipsis in original).

The Court observed that the Sherman Act aimed at the protection of competition, not between employees in their dealings with their employer, but between businesses in the provision of goods and services to the public:

> [The Sherman Act] was enacted in the era of "trusts" and of "combinations" of businesses and of capital organized and directed to control of the market by suppression of competition in the marketing of goods and services, the monopolistic tendency of which had become a matter of public concern. The end sought was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or otherwise control the market to the detriment of purchasers or consumers of goods and services, all of which had come to be regarded as a special form of public injury.

Id., at 492-93 (1940).

Even before the interposition of the Clayton Act and the Norris-LaGuardia Act of 1932, 29 U.S.C. §§ 101, *et seq.,* the Supreme Court applied the Sherman Act to labor union activity only when a union colluded with or conscripted third parties,

such as the employer's customers or its competitors, in an effort to stifle the employer's ability to compete in the market for its goods and services. One such case was the one cited by the Plaintiffs, *Loewe v. Lawlor,* 208 U.S. 274 (1907). In *Loewe,* the Supreme Court condemned, as a violation of the Sherman Act, not the employees' effort to bargain collectively with their employer, a manufacturer of hats, but the union's organization of a nationwide boycott of the employer's hats and anyone who sold them, in support of that effort. *See Loewe,* at 300-01.

Following the enactment of the Clayton and Norris-LaGuardia Acts, the legality of union activity that had previously been viewed as an unlawful restraint of trade was "to be determined only by reading the Sherman Law and § 20 of the Clayton Act and the Norris-LaGuardia Act as a harmonizing text of outlawry of labor conduct." *Hutcheson,* at 231. [1]

This did not affect the status of union activity that had never been regarded as a "restraint of trade" outlawed by the Sherman Act: employees bargaining collectively with their employer over wages, hours and terms and conditions of employment. Such activity remained excluded from Sherman Act coverage because it merely "restrain[ed] competition among [the employees] themselves in the sale of their services to the employer." *Apex Hosiery,* 310 U.S. at 502. This *ab initio* exclusion from the antitrust law has come to be called the implicit "nonstatutory

[1]One effect of Landrum-Griffin, in direct repudiation of *Loewe,* was the removal of secondary boycotts from the ambit of unlawful restraints of trade under the Sherman Act. *See Milk Wagon Drivers v. Lake Valley Farm Products,* 311 U.S. 91, 103 (1940). Secondary boycotts were again made illegal under the Labor-Management Relations (Taft-Hartley) Act of 1947, creating § 8(b)(4) of the National Labor Relations (Wagner) Act (NLRA), 29 U.S.C. § 158(b)(4). Taft-Hartley, however, did not return secondary boycotts to the status of antitrust violations. Instead, it made them violations of the labor law, subject to injunction only at the behest of the National Labor Relations Board (NLRB). *See* 29 U.S.C. § 160(*l*).

labor exemption," in contrast to the explicit "statutory exemptions" embodied in the Clayton and Norris-LaGuardia Acts. *See Connell Const. Co. v. Plumbers & Steamfitters Local 100,* 421 U.S. 616, 621-22 (1975).

A union, however, treads into Sherman Act coverage when it *agrees* with a "nonlabor party," such as a competitor or customer of the employer "to restrain competition in a business market." *Id.,* at 622-23. For example:

- In *Allen Bradley Co. v. Local 3, Electrical Workers,* 325 U.S. 797 (1945), Local 3 in New York City obtained agreements with local contractors to purchase electrical equipment only from local manufacturers who had closed shop agreements with Local 3 and with local manufacturers to sell only to contractors employing Local 3's members. This effectively excluded electrical equipment manufacturers in other parts of the country from the New York City market. The Court held: "When the unions participated with a combination of business men who had complete power to eliminate all competition among themselves and to prevent all competition from others, a situation was created not included within the exemptions of the Clayton and Norris-LaGuardia Acts." *Allen-Bradley,* at 809.

- In *Mine Workers v. Pennington,* 381 U.S. 657 (1965) large coal companies negotiating with the United Mine Workers (UMW) in 1950 sought to curb overproduction by eliminating smaller companies. In exchange for UMW's support for mechanization, the companies agreed to higher wage rates than smaller companies could afford. They also obtained UMW's pledge

to impose the terms of the 1950 agreement on all other operators without regard to their ability to pay. This forced many of the smaller operators out of the business. The UMW and the large companies also agreed upon other active steps to exclude the marketing, production and sale of nonunion coal. Finding an illegal restraint of trade, the Court held:

> [A] union forfeits its exemption from the antitrust laws when it is clearly shown that it has agreed with one set of employers to impose a certain wage scale on other bargaining units. One group of employers may not conspire to eliminate competitors from the industry and the union is liable with the employers if it becomes a party to the conspiracy. This is true even though the union's part in the scheme is an undertaking to secure the same wages, hours or other conditions of employment from the remaining employers in the industry.

Pennington, at 665-66.

- In *Connell,* a New York City union's multiemployer agreement with a mechanical subcontractors association included a "most favored nation" clause, in which the union agreed that, if it granted a more favorable contract to any other employer it would extend same terms to the association's members. The union then pressured many general contractors, whose employees it did not wish to represent, to sign agreements to subcontract mechanical work only to association members. The Court held the Sherman Act applicable to the contracts with the general contractors because they had "a potential for restraining competition in the business market in ways that would not follow naturally from elimination of competition over wages and working conditions." *Connell,* 421 U.S. at 635.

The plaintiffs' citation to a number of cases involving collegiate and professional athletics adds nothing but makeweight to their argument. The most that those cases establish is that employers may violate the antitrust laws if they agree *with each other* to establish uniform terms and conditions of hiring or employment. That was the situation in *Law v. NCAA,* 134 F.3d 1010 (10th Cir. 1998), where the colleges and universities in Division I of the NCAA collectively agreed that none would pay an entry-level "restricted-earnings coach" a salary greater than $16,000 per year. Similarly, "no-switching" agreements, whereby employers agree not to hire each other's present or former employees, are subject to the antitrust laws:

> [A]greements among supposed competitors not to employ each other's employees not only restrict freedom to enter into employment relationships, but may also, depending upon the circumstances, impair full and free competition in the supply of a service or commodity to the public.

Nichols v. Spencer Intern. Press, Inc., 371 F.2d 332, 336 (7th Cir. 1967).

This should come as no surprise. If a labor union forfeits its exemption from the antitrust laws by joining in an agreement between such "nonlabor parties," as occurred in *Pennington* and *Connell,* the result of such collusion between "nonlabor parties" in the complete absence of a union should be obvious.

In fact, the only situation in which the antitrust laws were held not to be implicated by an agreement among employers alone to establish uniform terms and conditions of employment was that presented in *Brown v. Pro Football, Inc.,* 518 U.S. 231 (1996). There, after bargaining to impasse as a group with the NFL Players Association, the NFL teams collectively implemented their final offer, which included fixed salaries of $1,000 per week for entry-level "developmental squad"

players. The Supreme Court held that, because an employer's unilateral post-impasse implementation of its final offer in collective bargaining was permitted by the National Labor Relations Act, it was embraced by the implicit nonstatutory exemption to the Sherman Act:

> The labor laws give the [NLRB], not antitrust courts, primary responsibility for policing the collective-bargaining process. And one of their objectives was to take from antitrust courts the authority to determine, through application of the antitrust laws, what is socially or economically desirable collective-bargaining policy.

Brown, at 242.

It is against this federal backdrop that Plaintiffs' antitrust claim under Wis. Stat. § 133.03 must be examined. In the first place, it must be remembered that "the labor of a human being is not a commodity or article of commerce" under Wis. Stat. § 133.07, just as under § 6 of the Clayton Act. While Act 10 jettisoned much, it left § 133.07 untouched. Consequently, "restraints on the sale of the employee's services to the employer, however much they curtail the competition among employees, are not in themselves combinations or conspiracies in restraint of trade or commerce" under § 133.03 any more than they are under the Sherman Act, the Plaintiffs' strenuous assertion at page 14 of their brief to the contrary notwithstanding. *See Apex Hosiery,* 310 U.S. at 502-03.

The contracts that Plaintiffs allege as "unlawful restraints of trade" are collective bargaining agreements between an employer, the District, and the labor unions representing bargaining units of District employees, concerning those employees' wages, hours and conditions of employment. In short, the subject of these contracts is only "the labor of human beings." Consequently, they did not

involve "commodities or articles of commerce," nor did they restrain "trade or commerce" as those terms are used in Wis. Stats. Chapter 133.

Second, these contracts are not agreements with "nonlabor parties," strangers to the employer-employee relationship, to restrain competition in the marketplace of goods and services. Therefore, they remain outside the ambit of "restraints of trade" that are forbidden by § 133.03.

This is true even if the contracts are forbidden by Act 10. A contract does not become a "restraint of trade" for purposes of the antitrust laws simply because it is made unlawful by another statute. *See Sitkin Smelting & Refining Co. v. FMC Corp.,* 575 F.2d 440, 447 (3d Cir. 1978). The Seventh Circuit has stated:

> [T]he use of conventional antitrust language in drafting a complaint will not extend the reach of the Sherman Act to wrongs not germane to that act, even though such wrongs be actionable under state law. We are not concerned with labels. Otherwise, an adroit antitrust lawyer might use his skill in the use of words to convert many unlawful acts into antitrust violations. The antitrust laws were never meant to be a panacea for all wrongs.

Parmalee Transp. Co. v. Keeshin, 292 F.2d 794, 804 (7th Cir. 1961).

The Supreme Court's decision in *Apex Hosiery* bears this out. It held the Sherman Act inapplicable to the strike there, even though it was carried out by illegal means, including the forcible takeover of the employer's plant, since the union was not acting in combination with the employer's competitors to suppress competition or fix prices. *See Apex Hosiery,* 310 U.S. at 501.

In sum, whether or not Plaintiffs have established that agreements such as those the unions attempted to negotiate with the District on 11/11/2013 would have been invalid under or even violated Act 10, they have neither alleged nor shown a

"contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce," actionable under § 133.03. Since that is the only claim on which they could ground a demand for attorney fees, that demand must fail.

CONCLUSION

For the reasons set forth in this brief, Plaintiffs' Motion for Summary Judgment must be denied, and the Court should grant summary judgment in favor of Defendants.

Dated at Madison, WI on October 31, 2014.

HAWKS QUINDEL, S.C.

Attorneys for Defendant Service Employees International Union, Local 168

By_____
Jeffrey P. Sweetland
Wis. Bar No. 1001737

MAILING ADDRESS
P. O. Box 442
Milwaukee, WI 53201-0442
(414) 271-8650
(414) 271-8442 (fax)
jsweetland@hq-law.com

HAWKS QUINDEL, S.C.

Attorneys for Defendant American Federation of State, County, and Municipal Employees, Local 2383

By_____

Aaron N. Halstead
Wis. Bar No. 1001507
Colin B. Good
Wis. Bar No. 1061355

MAILING ADDRESS
P. O. Box 2155
Madison, WI 53701-2155
(608) 257-0040
(608) 256-0236 (fax)
ahalstead@hq-law.com
cgood@hq-law.com

STATE OF WISCONSIN CIRCUIT COURT BRANCH 1 KENOSHA COUNTY

STATE EX REL. KRISTI LACROIX
KRISTI LACROIX, and
CARRIEANN GLEMBOCKI,

Plaintiffs,

Case No. **13cv1899**

v.

REBECCA STEVENS,
JO ANN TAUBE,
CARL BRYAN,
KYLE FLOOD,
KENOSHA UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION,
KENOSHA UNIFIED SCHOOL DISTRICT, and
KENOSHA EDUCATION ASSOCIATION,
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 168,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 2383,

Defendants.

AFFIDAVIT OF PATRICIA TETZLAFF

STATE OF WISCONSIN }
KENOSHA COUNTY } *ss*

PATRICIA TETZLAFF, being duly sworn, on oath deposes and states:

1. I am an adult resident of Kenosha County, State of Wisconsin.

2. I have been the president of Service Employees International Union, Local 168 ("Local 168") since on or about January 4, 2014. I was Local 168's vice president in 2013.

3. At all material times, Local 168 was the collective bargaining agent for all regular full-time and regular part-time custodial employees, mechanics, maintenance workers, truck drivers, warehouse employees, food service employees and head

custodial engineers employed by the Kenosha Unified School District No. 1 ("KUSD") for purposes of establishing wages, hours, and other conditions of employment.

4. On or about November 11, 2013, on behalf of Local 168, I signed the "Tentative Agreement" with KUSD and the Kenosha School Board ("Board"), a true and correct copy of which is attached hereto and made a part hereof as Exhibit "A," under the belief that the purported emergency rules promulgated by the Commissioners of the Wisconsin Employment Relations Commission (WERC), ERC § 70.03, did not act as a bar to our negotiations. Sheronda Glass, KUSD's executive director of business services, signed the Tentative Agreement on behalf of KUSD, and Board president Rebecca Stevens signed on behalf of the Board.

5. The Tentative Agreement contemplated that, following ratification, the parties would agree upon and sign final collective bargaining agreements for the period July 1, 2013 through June 30, 2014, and July 1, 2014 through June 30, 2015.

6. Upon information and belief, the Board ratified the Tentative Agreement on or about November 15, 2013, but no new collective bargaining agreement was ever prepared. Neither I nor any other representative of Local 168 ever signed any new agreement with KUSD or the Board on behalf of Local 168.

7. On or about December 19, 2013, KUSD's Office of Human Resources circulated an email to all "KEA Members, SEIU Members and AFSCME Members," stating, in part:

> As you are aware, the Board of Education reached a tentative agreement with the KEA, SEIU and AFSCME bargaining groups on November 15, 2013. Since that time, it was communicated that implementation of the agreements were on hold due to legal issues faced by the District. The purpose of this communication is to inform you that the Board of Education has decided to move forward with the implementation of the collective bargaining agreements. This means that the language outlined in the collective bargaining agreements dated July 1, 2011 and June 30, 2013 are effective July 1, 2013 [*sic*] through June 30, 2015, except for the attached changes (updated collective bargaining agreements will be made available for all groups by January 31, 2014).

A true and correct copy of the December 19, 2013 email is attached hereto and made a part hereof as Exhibit "B."

8. Among the "attached changes" stated in the December 19, 2013 email was the following: "Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form." That was never a part of either the previous collective bargaining agreement between KUSD and Local 168, entitled "Service Employee Salary and Welfare Agreement" ("CBA") or the Tentative Agreement.

9. Following receipt of KUSD's December 19, 2013 email, neither I nor any other representative of Local 168 ever signed any agreement accepting or incorporating the "attached change" about Union dues described in paragraph 8, above.

10. On or about February 24, 2014, I delivered copies of a proposed draft of a 2013-2014 CBA that was intended to incorporate the terms of the Tentative Agreement into the previous CBA to Ms. Glass's office and to KUSD's human resources office. A true and correct copy of the proposed draft Agreement is attached hereto and made a part hereof as Exhibit "C."

11. Neither I nor any other representative of Local 168 received a response from any representative of KUSD about the proposed draft Agreement or about finalizing or signing any agreement between KUSD and Local 168.

12. On or about June 5, 2014, I inquired of Ms. Glass: "Do we have a contract? What guidelines are we following? Just in general where are we[?]" The following day, June 6, 2014, Ms. Glass responded to my questions by email:

> As you know, we received a letter from the WERC, which you were copied on, indicating that SEIU Local 168 failed to file a petition for recertification by August 31, 2013. The WERC indicates that because you failed to file a recertification petition, you are no longer recognized as the legal union representative for Service Employees. Therefore, our legal counsel has advised us that the CBA that was negotiated is null and void.

As far as what guidelines to follow, technically, you are covered by the handbook that was previously adopted by the Board for the Service Employees back in 2012. We will, however, continue to operate the way we have been (for the past year) until we get further direction from the Board. For the most part, we did not reinstate the CBA and it should not be a problem as we move forward.

A true and correct copy of the email exchange is attached hereto and made a part hereof as Exhibit "D."

FURTHER AFFIANT SAITH NAUGHT.

Patricia S Tetzlaff
PATRICIA TETZLAFF

Subscribed and sworn to before me
This 30 day of October, 2014.

Sharon Cox
Notary Public, State of Wisconsin
My Commission 7/31/16

Kenosha Unified School District
Contract Negotiations
All Groups

Tentative Agreement

Contract Years – Two One Year Agreements

Effective July 1, 2013 thru June 30, 2014
Effective July 1, 2014 thru June 30, 2015

1. Extend collective bargaining agreements for all groups by two, one year agreements.

2. The following language will replace current contract language for all groups:

   Sick Leave

   Sickness is defined as personal illness, disability, or emotional upset caused by serious accident or illness in the immediate family

   For purposes of sick leave, immediate family is defined to include spouse, brother(s), sister(s), children, parent(s), parent(s)-in-law, registered domestic partner, and other family members living in the household. Sick leave may be used for other individuals only with the prior approval of the Superintendent or his or her designee.

   Sick leave will be taken in half (½) day or full day increments. After three (3) consecutive days, the employee may be required to provide an excuse from the physician who treated them when returning to work. The Supervisor may request a medical excuse or other documentation regarding the use of sick leave at any time.

   Classroom professionals will receive ten (10) sick days per year up to a maximum of ninety (90) days. Staff that work ten (10) months will receive ten (10) days per year and staff that work twelve (12) months will receive twelve (12) days per year up to a maximum of ninety (90) days. Employees working at least twenty (20) hours per week will be eligible for sick leave on a prorated basis. Employees starting mid-year will receive a prorated number of days based on their start date and benefit eligibility status. Part-time and temporary employees will not accrue sick time.

   Sick leave may not be used prior to accrual. The District may require employees to provide a note from the doctor verifying that an absence was caused by a medical situation. The District also may require documentation

from the doctor authorizing the employee to return to work. If sick leave is exhausted, employees should refer to this handbook for any additional unpaid leaves available.

Long Term Leave Absence

A leave of absence may be granted in extreme situations at the discretion of the District. Employees must notify their Supervisor and the Office of Human Resources of the need for a leave at the earliest possible time; normally no less than thirty (30) day notice is required, where practical. Notification must include the reason for the request. Human Resources and the supervisor will work together to approve or deny the request. Length of service will be maintained but does not accrue, and the employee will be required to post for an open position when ready to return. An employee returning from a leave of absence will be placed on the salary schedule at the step and level for which the employee qualifies or at the pay rate which is commensurate with his/her new assignment, whichever is applicable. Additionally, a leave of absence may be granted for the following reasons at the discretion of the District:

- Education: An employee may be granted up to one (1) year of leave of absence for educational purposes.
- Childrearing Leave: An employee may be granted up to one (1) year leave of absence for birth or adoption of a child.

Funeral Leave

Funeral leave may be utilized up to six days (1-6) for husband, wife, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, grandfather, grandmother, registered domestic partner or other person whom the employee stands in a mutually acknowledged relationship of parent or child and up to three (1-3) for aunt, uncle, niece, nephew, stepmother, or stepfather.

Personal Day

All Employees may use two (2) sick days per year as personal days. These days will be deducted from the employee's accrued sick time.

Holidays

MLK Day for all groups

Snow Days – All Except Service

Two snow days will be provided for all employee groups except for service employees.

As it relates to assignments, posting and reassignment, the District proposes the following:

Teacher's Agreement

Assignments, Postings and Transfers

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of five (5) school days. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Licensure, relevant knowledge, skills and abilities
- Job performance
- Years of service within the group

The top three candidates will be interviewed for the position. The most qualified applicant will be selected. If all applicants meet the selection criteria, the most senior applicant will be awarded the position. Qualification testing may be administered (if, applicable.)

Procedure:

1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

Reduction in Workforce

In the event that the Board of Education, in its sole discretion, determines that it is necessary to reduce the number of certified staff, the following will be considered:

1. Certification in area;
2. Effectiveness in teaching and related professional responsibilities evidenced by professional employee evaluation;
3. Adaptability to other assignments (academic) and multiple licenses;
4. Evidence of professional growth as well as specialized or advanced training;
5. Previous history of grade levels and subject areas taught;
6. Years of service within the group.

Employees who are laid off do not have any right to replace or "bump" another employee.

When possible, the District will provide the employee subject to layoff forty-five (45) school days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of layoff with less than forty-five (45) school days written notice.

An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District with a period of one (1) year from the date of layoff; however, the time spent on layoff shall not count toward years of service with the District.

Recall Procedures

1. The Board of Education will determine the number of teaching positions to be filled each year.
2. Teachers who were laid off in the previous year, will be recalled based on the following criteria:
    - Certification;
    - History of grade levels and subjects taught;
    - Years of service within the group

Secretaries, Service, Carpenter and Painters, Interpreters, and Educational Support Professional's Agreement.

Assignment, Posting and Transfer

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of seven (7) business days. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Relevant knowledge, skills and abilities
- Job performance
- Years of service in the group

Qualification testing may be administered. If all applicants meet the selection criteria, the most senior applicant will be awarded the position.

Procedure:

3. Employees interested in transferring must complete a transfer request form.
4. Human Resources will review all transfer request forms and evaluate credentials.
5. Position descriptions will be provided for all vacant position.
6. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

Reduction in Workforce

Whenever the District determines that a reduction in staff is necessary, the following layoff procedures will be applied:

1. Certain job positions will be identified for reduction.
2. An employee whose job position is identified for reduction must post for any job vacancy in which he/she is qualified and will not be given priority consideration for such position over any present District employee that is posting for the position but will be given priority over non-group candidates.
3. In the event there are no vacancies for which the employee can apply, or in the event the employee was not selected, the employee will be laid off.
4. If the employee has not posted and received a position within one (1) year from date of layoff, his/her layoff status will cease and the employee will be considered terminated.

Salary Proposal Effective 7/1/13

Teachers - $1100 lump sum per FTE. Lane, no step.

Secretaries – 2.07% across the board. No step or lane.

Service – 2.07% across the board, with the following exceptions: $23.33 for Operational Relief Worker; $3,000 for Maintenance Service Worker's Electrical.

Carpenters and Painters – increase of $2.98/hr for Carpenters and $1.26/hr for Painters. No step or lane.

Educational Assistants - $0.75/hr across the board and increase of 2.07%. No step or lane.

Interpreters – 2.07% across the board. Employees who have National Interpreters Certification will receive step 5.

Substitute Teachers – 2.07% increase across the levels.

Salary Proposal Effective 7/1/2014

CPI for all groups, no step or lane.

Grievance Procedure

For the District

Shirenda Glass 11/11/13 5:00pm.

11/11/13 5PM

Date

For the KEA

11/11/13 @ 5:00pm.

Date

For SEIU

11/11/13 @ 5:00PM

Date

For AFSCME

11-11-13 @ 5p

Date

Step I

A complaint shall be presented to a supervisor verbally or in writing. The supervisor will investigate the complaint. The investigative process will be conducted on a timely basis. The supervisor shall present a written response to the employee within fifteen (15) working days of receipt of the complaint. In the event that a complaint is being made towards the supervisor, the complaint may be taken directly to Step II.

Step II

If the issue is not resolved with the decision rendered in Step I, a complaint may be filed with the President of the Association or her/his designee within five (5) working days after the decision in Step I. Within ten (10) working days after filing with the President of the Association or her/his designee, the President will refer it to the Superintendent.

The Superintendent or her/his designee shall meet with the employee and the President of the Association or her/his designee within five (5) working days. The Superintendent shall present a written response within ten (10) working days of meeting with the employee and the President of the Association or her/his designee.

Step III

If the issue is not resolved with the decision rendered in Step II, the Association may file a notice with the Secretary of the School Board within fifteen (15) working days after receipt of the written response in Step II.

Within twenty (20) working days of receipt, the Board will meet in Executive Session to consider the matter thus filed. Any party in interest shall have the right to appear before the Board and be heard.

The Board shall render its decision in writing within ten (10) working days after the Executive Session.

Step IV

If the issue is not resolved with the decision rendered in Step III, the Association may file a notice with the Superintendent for a hearing before an impartial hearing officer within ten (10) working days after receiving the written response in Step III.

The impartial hearing officer shall be chosen by the following process: The District shall file a request with the WERC, the AAA, or a mutually agreed upon party within fifteen (15) working days after receiving the Association's request for a hearing, and shall pay all applicable filing fees. The District and the Association shall select the hearing officer by striking names alternately, with the party to strike first being determined by a coin toss. The hearing shall be scheduled as soon as practicable.

At any time before the commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the arbitrator shall make the arrangements to secure the attendance of a court reporter to record all of the testimony and all of the proceedings. The reporter shall transcribe the notes of the hearing within twenty (20) days from the completion of the hearing, and a copy of the transcript shall be furnished to the arbitrator. All witnesses will be duly sworn. The arbitrator shall have the power to compel the attendance of witnesses and to require either party to produce records or documents which are pertinent to the dispute. The cost of the court reporter, as well as the transcript, shall be borne by the District.

The arbitrator shall have no authority to add to, modify, or alter any of the terms or provisions of this Agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of the written contract with respect to the dispute. Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon by the District and the Association, and if they cannot agree, then the arbitrator shall designate the time and place. The arbitrator shall have no authority to impose liability upon the employer arising out of acts occurring before the effective date or after the termination of this Agreement.

All grievances will be handled in accordance with this procedure.

The decision of the arbitrator, if within the scope of her/his authority, shall be final and binding on both parties.

Kenosha Unified School District
maximizing the brilliance of children

3600 52nd Street, Keonsha, WI 53144
P 262.359.6300 / F 262.359.7672

Date: December 19, 2013
To: KEA Members, SEIU Members and AFSCME Members
From: The Office of Human Resources
Re: Collective Bargaining Agreements

As you are aware, the Board of Education reached a tentative agreement with the KEA, SEIU and AFSCME bargaining groups on November 15, 2013. Since that time, it was communicated that implementation of the agreements were on hold due to legal issues faced by the District. The purpose of this communication is to inform you that the Board of Education has decided to move forward with the implementation of the collective bargaining agreements. This means that the language outlined in the collective bargaining agreements dated July 1, 2011 and June 30, 2013 are effective July 1, 2013 through June 30, 2015, except for the attached changes (**updated collective bargaining agreements will be made available for all groups by January 31, 2014**).

Please note the following:

Vacation: Will continue as currently outlined in your respective collective bargaining agreement.

Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form.

Regarding Salary Increases: Lump sum payments to teachers will be made on the January 22, 2014 payroll. All other groups will receive the new hourly rate on January 22, 2014 payroll and the retro-payment will be made on the second pay period in February 2014.

Benefits: As adopted by the Board on May 21st, 2013. Employee premium contributions as defined by the Board of Education.

The following language will replace current contract language for all groups, unless otherwise noted:

Sick Leave

Sickness is defined as personal illness, disability, or emotional upset caused by serious accident or illness in the immediate family.

For purposes of sick leave, immediate family is defined to include spouse, brother(s), sister(s), children, parent(s), parent(s)-in-law, registered domestic partner, and other family members living in the household. Sick leave may be used for other individuals only with the prior approval of the Superintendent or his or her designee.

Sick leave will be taken in half (½) day or full day increments. After three (3) consecutive days, the employee may be required to provide an excuse from the physician who treated them when returning

EXHIBIT
tabbies
B

to work. The Supervisor may request a medical excuse or other documentation regarding the use of sick leave at any time.

Classroom professionals will receive ten (10) sick days per year up to a maximum of ninety (90) days. Staff that work ten (10) months will receive ten (10) days per year and staff that work twelve (12) months will receive twelve (12) days per year up to a maximum of ninety (90) days. Employees working at least twenty (20) hours per week will be eligible for sick leave on a prorated basis. Employees starting mid-year will receive a prorated number of days based on their start date and benefit eligibility status. Part-time and temporary employees will not accrue sick time.

Sick leave may not be used prior to accrual. The District may require employees to provide a note from the doctor verifying that an absence was caused by a medical situation. The District also may require documentation from the doctor authorizing the employee to return to work. If sick leave is exhausted, employees should refer to this handbook for any additional unpaid leaves available.

Long Term Leave Absence

A leave of absence may be granted in extreme situations at the discretion of the District. Employees must notify their Supervisor and the Office of Human Resources of the need for a leave at the earliest possible time; normally no less than thirty (30) day notice is required, where practical. Notification must include the reason for the request. Human Resources and the supervisor will work together to approve or deny the request. Length of service will be maintained but does not accrue, and the employee will be required to post for an open position when ready to return. An employee returning from a leave of absence will be placed on the salary schedule at the step and level for which the employee qualifies or at the pay rate which is commensurate with his/her new assignment, whichever is applicable. Additionally, a leave of absence may be granted for the following reasons at the discretion of the District:

- Education: An employee may be granted up to one (1) year of leave of absence for educational purposes.
- Childrearing Leave: An employee may be granted up to one (1) year leave of absence for birth or adoption of a child.

Funeral Leave

Funeral leave may be utilized up to six days (1-6) for husband, wife, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, grandfather, grandmother, registered domestic partner or other person whom the employee stands in a mutually acknowledged relationship of parent or child and up to three (1-3) for aunt, uncle, niece, nephew, stepmother, or stepfather.

Personal Day

All Employees may use two (2) sick days per year as personal days. These days will be deducted from the employee's accrued sick time. (**Must be approved by supervisor**).

Holidays

MLK Day for all groups.

Snow Days – All Except Service
Two snow days will be provided for all employee groups except for service employees.

Teacher's Agreement

Assignments, Postings and Transfers

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of five (5) school days. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Licensure, relevant knowledge, skills and abilities
- Job performance
- Years of service within the group

The top three candidates will be interviewed for the position. The most qualified applicant will be selected. If all applicants meet the selection criteria, the most senior applicant will be awarded the position. Qualification testing may be administered (if, applicable.)

Procedure:
1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

Reduction in Workforce

In the event that the Board of Education, in its sole discretion, determines that it is necessary to reduce the number of certified staff, the following will be considered:

1. Certification in area;
2. Effectiveness in teaching and related professional responsibilities evidenced by professional employee evaluation;
3. Adaptability to other assignments (academic) and multiple licenses;

4. Evidence of professional growth as well as specialized or advanced training;
5. Previous history of grade levels and subject areas taught;
6. Years of service within the group.

When possible, the District will provide the employee subject to layoff forty-five (45) school days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of layoff with less than forty-five (45) school days written notice.

An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District with a period of one (1) year from the date of layoff; however, the time spent on layoff shall not count toward years of service with the District.

Recall Procedures

1. The Board of Education will determine the number of teaching positions to be filled each year.
2. Teachers who were laid off in the previous year, will be recalled based on the following criteria:
    - Certification;
    - History of grade levels and subjects taught;
    - Years of service within the group

Secretaries, Service, Carpenter and Painters, Interpreters, and Educational Support Professional's Agreement.

Assignment, Posting and Transfer

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of seven (7) business days on the website and on employee information boards. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Relevant knowledge, skills and abilities
- Job performance
- Years of service in the group

Qualification testing may be administered. If all applicants meet the selection criteria, the most senior applicant will be awarded the position.

Procedure:

1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

Reduction in Workforce

Whenever the District determines that a reduction in staff is necessary, the following layoff procedures will be applied:

1. Certain job positions will be identified for reduction.
2. An employee whose job position is identified for reduction must post for any job vacancy in which he/she is qualified and will not be given priority consideration for such position over any present District employee that is posting for the position but will be given priority over non-group candidates.
3. In the event there are no vacancies for which the employee can apply, or in the event the employee was not selected, the employee will be laid off.
4. If the employee has not posted and received a position within one (1) year from date of layoff, his/her layoff status will cease and the employee will be considered terminated.

Salary Proposal Effective 7/1/13

Teachers - $1100 lump sum per FTE. Lane, no step.

Secretaries – 2.07% across the board. No step.

Service – 2.07% across the board, with the following exceptions: $23.33 for Operational Relief Worker; $3,000 for Maintenance Service Worker's Electrical.

Carpenters and Painters – increase of $2.98/hr for Carpenters and $1.26/hr for Painters. No step or lane.

Educational Assistants - $0.75/hr across the board and increase of 2.07%. No step.

Interpreters – 2.07% across the board. Employees who have National Interpreters Certification will receive step 5.

Substitute Teachers – 2.07% increase across the levels.

Salary Proposal Effective 7/1/2014

CPI for all groups, no step or lane, as applicable.

Library clerical will be moved to salary grade 2.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

SERVICE EMPLOYE SALARY AND WELFARE AGREEMENT

THIS AGREEMENT, made and entered into at Kenosha Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the KENOSHA BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 1 (hereinafter referred to as the "Board") and the SERVICE EMPLOYES, S.E.I.U., LOCAL NO. 168 (hereinafter referred to as the "Union") as representatives of certain municipal employes employed by the Unified School District No. 1

W I T N E S E T H:

Article I - Recognition The Board recognizes the Union as the statutory collective bargaining agent, pursuant to the provisions of Section 111.70, Wisconsin Statutes, for all of the employes employed by the Board in the collective bargaining unit described as follows:

Custodial Employes, Mechanics, Maintenance Workers, Truck Drivers, Warehouse Employes, Food Service Employes and Head Custodial Engineers.

Article II - Conditions and Duration of Agreement

2.01 Except as hereinafter provided, this Agreement shall be in full force and effect from July 1, 2013, through June 30, 2014. This Agreement shall be automatically renewed for periods of one (1) year thereafter. Written notice shall be served no later than sixty (60) days prior to the expiration date of the current Agreement. The parties agree to commence negotiations within thirty (30) days of the re-opening notice. At the first meeting of these negotiations, the parties shall submit their proposals.

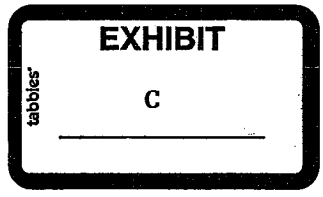
2.02 The parties each unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, if such subject or matter was within the knowledge or contemplation of both of the parties at the time they negotiated or signed this Agreement, except as otherwise specifically provided herein.

Article III - Fair Share and Dues Deduction

3.01 Required Membership. Employes covered by this Agreement shall become members of the Union or pay to the Union their proportionate share of the cost of collective bargaining process and contract administration measured by the same amount as the Union charges for regular dues, not including any special assessment or initiation cost.

3.02 Exceptions to the requirements of this Article shall be:

(a) Any employe who is not receiving a paycheck, e.g., an employe on a leave of absence without pay.



3.03 Procedures.

(a) By August 10th of any year in which this provision applies, the Union shall transmit to the School Board through its Director of Finance a list of Union employes and the amount of the dues that are required to be deducted for each eligible employe. Said statement shall be certified in writing by the President of the Union.

(b) Deductions will be made once a month and the amount will be 1/10 of the annual dues. The monthly deduction will be made only on the first payroll check of each month, beginning in September of each year. No deductions during July and August will be made.

(c) The amount to be deducted is not subject to change during the entire school year.

(d) With respect to newly hired employes, such deduction will commence on the month following the completion of the probationary period.

(e) Any errors should be reported immediately by the employe to the District Finance Office and to the Treasurer of the Union. Upon receipt of proper itemization from the Board, the Union will refund to the Board or to the employe involved any Union dues erroneously collected by the Board and paid to the Union. The Board shall not be liable for failure to deduct dues.

(f) The District will remit monthly within ten (10) days from the time of deduction to the Union the amount so deducted, together with an alphabetical list of the employes to whom said amounts are to be credited.

3.04 No employe shall be required to join the Union, but membership in the Union shall be made available to all employes who apply, consistent with the Constitution and By-laws of the Union.

3.05 It is expressly understood and agreed that the provisions of this Article shall be terminated forthwith and shall thereafter be inoperative if a strike, work stoppage, slow down, or the refusal to perform the duties of employment by any employe or group of employes is sanctioned, assisted, or recommended by the Union.

3.06 The Union agrees to protect and save harmless the School District from any and all claims, demands, suits, and other forms of liability, including attorney's fees incurred in connection therewith by reason of action taken by the Board for purpose of complying with this Article.

Article IV - Union Activities

4.01 No member of the Union shall engage in any Union activities during working hours unless granted specific permission by the head of the department or his designated representative. When permission is granted, the Union member shall engage in such business at his own expense for a period not to exceed two (2) hours and the lost time may be made up after the normal hours at the normal rate of pay.

4.02 Union officers or employes selected as delegates to Union conventions, conferences, or legislative hearings shall be granted necessary time without pay provided a one (1) week advance notice is given. Exception may be made on shorter notice at the discretion of the Department Head. No more than three (3) employes will be granted time off at one time and not more than ten (10) days shall be allowed any employe in one (1) contract year under this paragraph. An employe would not be allowed to take more than five (5) consecutive days at any one time.

4.03 At no time shall a disruption of district services be caused by absences under Article IV.

4.04 At such time that a bargaining unit employe is elected or appointed to a State or National Union Office requiring full time attendance, an agreement to cover a leave of absence without pay shall be negotiated between the Union and the Board.

Article V - Management Responsibilities

5.01 The Union recognizes the exclusive right of the Board to operate and manage the affairs of the District in all respects in accordance with law, except for those powers ceded or modified by this Agreement.

5.02 The Board has the exclusive right to schedule overtime, in its exclusive judgment, as it deems necessary. Assignment of overtime will be made in accordance with past practice.

5.03 Any subject or matter construed as past practice must be (a) long continued; (b) certain and uniform; (c) consistently followed; (d) generally known by the parties hereto; and (e) must not be in opposition to the terms and conditions of this Agreement.

5.04 The Board will have the sole and exclusive right to determine the number of employes to be employed, the duties and nature of their work, the location of the work, and whether or not any of the work will be contracted out.

Article VI - No Strikes or Lockouts

6.01 The Union agrees for itself and the employes that there will be no strike, slowdown or any other interruption or interference with work or with the affairs of the School District, and the Board agrees that there will be no lockout during the term of this Agreement, it being the express agreement of the parties that all disputes will be handled exclusively in accordance with the Grievance Procedure of this Agreement.

6.02 Because the Union does not wish to be financially liable for damages in the event of unauthorized violation by employes of this no-strike clause, it is agreed that if the Board properly notifies the Union (by written notice to the President of the Union or any member of its Executive Board) and if the Union properly [by noon the next working day] notifies the Superintendent of Schools in writing that the acts of said employe are unauthorized then the Board agrees that it will not hold the Union financially liable for damages and it is expressly agreed in such cases the Board may discipline the employe as it, at its sole discretion, sees fit. The employe's disciplinary action shall not be subject to question under the Grievance Procedure or in any other proceedings except on the sole issue as to whether the employe disciplined actually did participate in or commit the alleged act.

Article VII - Grievance Procedure

STEP I. A complaint shall be presented to a supervisor verbally or in writing. The supervisor will investigate the complaint. The investigative process will be conducted on a timely basis. The supervisor shall present a written response to the employee within fifteen (15) working days of receipt of the complaint. In the event that a complaint is being made towards the supervisor, the complaint may be taken directly to Step II.

STEP II. If the issue is not resolved with the decision rendered in Step I, a complaint may be filed with the President of the Association or her/his designee within (5) working days after the decision in Step I. Within (10) working days after filing with the President of the Association or her/his designee, the President will refer It to the superintendent.

The Superintendent or her/his designee shall meet with the employee and the President of the Association or her/his designee within five (5) working days. The Superintendent shall present a written response within ten (10) days of meeting the employee and the President of the Association or her/his designee.

STEP III. If the issue is not resolved with the decision rendered in Step II, the Association may file a notice with the Secretary of the School Board within fifteen (15) working days after receipt of the written response in Step II.

Within twenty (20) working days of receipt, the Board will meet in executive Session to consider the matter thus filed. Any party in interest shall have the right to appear before the Board and be heard.

The Board shall render its decision in writing within ten (10) working days after the executive Session.

STEP IV. If the issue is not resolved with the decision rendered in Step III, the Association may file a notice with the Superintendent for a hearing before an impartial hearing officer with in ten (10) working days after receiving the written response in Step III.

The impartial hearing officer shall be chosen by the following process. The district shall file a request with the WERC, the AAA, or a mutually agreed upon party within fifteen (15) working days after receiving the Association request for a hearing, and shall pay all applicable filling fees. The District and the Association shall select the hearing officer by striking names alternately, with the party to strike first being determined by a coin toss. The hearing shall be scheduled as soon as practicable.

At any time before the commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the arbitrator shall make the arrangements to secure the attendance of a court reporter to record all of the testimony and all of the proceedings. The reporter shall transcribe the notes of the hearing within twenty (20) days from completion of the hearing, and a copy of the transcript shall be furnished to the arbitrator. All witnesses will be duly sworn. The arbitrator shall have the power to compel the attendance of witnesses and to require either party to produce records or documents which are pertinent to the dispute. The cost of court reporter, as well as the transcript, shall be borne by the district.

The arbitrator shall have no authority to add to, modify, or alter any of the terms or provisions of this Agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of the written contract with respect to the dispute.
Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon be the District and the Association, and if they cannot agree, then the arbitrator shall designate the time and place. The arbitrator shall have no authority to impose liability upon the employer arising out of acts occurring before the effective date or after the termination of this agreement.

All grievances will be handled in accordance with this procedure.

The decision of the arbitrator, if within the scope of her/his authority, shall be final and binding on both parties.

Article VIII - Hours and Overtime

8.01 Operational Service Employes

a. The basic workweek of full-time employes will be eight (8) hours per day, forty (40) hours per week, subject to the right of the Department Head to schedule overtime work. The Department Head will determine the starting hours of regular shifts, provided that whenever a change of shift

is made the employes will be notified at least one (1) week in advance except in an emergency. The shift schedules will be posted in each building. The basic working time of all other employees will be their regularly assigned working time.

b. Outside activities during the week days, when not a part of the employe's regular work schedule, shall be paid at the rate of one and one-half times Grade 6, Maximum.

c. Outside activities during Sundays and holidays, when not a part of the employe's regular work schedule, shall be paid at the rate of double time Grade 6, Maximum.

d. Time and one-half will be paid for all hours worked in excess of eight (8) hours a day or forty (40) hours per workweek. Double time will be paid for all hours worked on Sundays and on any of the holidays specified in this Agreement.

e.

f. During Teachers' Convention, Institute, or Inservice Days, all second shift school custodians and cleaners shall work the first shift and all third shift custodians shall work on a second shift schedule as determined by the Department Head. In the event a school sponsored or outside activity is scheduled during the evening period, the Board shall have the right to require that one employe be in attendance for the activity. The Department Head will notify the employes of any change in the work schedule for spring, summer and winter recess.

g. The event some custodial work is left undone because of the failure of the Board, or its representatives, to furnish a relief custodian or substitute for the absent custodian (not absent on regular vacation), during the employe absence such undone work is not to be considered the responsibility of the custodial staff.

g. Effective July 1, 2004, custodians who are regularly scheduled to work a second shift or a permanently assigned modified workweek (i.e., Tuesday – Saturday) shall be paid a shift differential of 10 cents per hour. Any custodian who works a second or third shift and a permanently assigned modified workweek would be given the shift differential and an additional 10 cents per hour.

8.02 Maintenance Staff

a. The basic workweek of full-time employes will be eight (8) hours per day, forty (40) hours per week, subject to the right of the Department Head to schedule overtime work.

b. For all work (except snow removal) hours worked in excess of eight (8) hours per day will be paid at the rate of time and one-half, and double time for such hours worked on Sundays and any of the holidays specified in this Agreement.

c. (1) The employe who is in charge of the entire snow removal shall be paid at one and one-half times the "Field Crew Leader's rate" for hours worked in excess of eight (8) hours per day or forty (40) hours per week and shall be paid at twice that rate for hours worked on Sundays and any of the holidays specified in this Agreement.

(2) All other persons working on snow removal, for hours worked in excess of eight (8) hours per day, one and one-half times the "Mechanic's rate" will be paid, and double time will be paid for such work on Sundays and any of the holidays specified in this Agreement.

d. Maintenance employes "called in" to do overtime work shall receive a minimum of one hour pay at overtime premium. "Call in" is defined as an official assignment of work which does not continuously precede or follow an employe's regularly scheduled shift. Approved time not worked for the employe's convenience does not break the continuance of the shift referred to in the preceding sentence.

e. Maintenance employees who work a second or third shift assignment shall be paid a shift premium of 12 cents per hour. A second shift or third shift assignment is a shift assignment that has a preceding first shift for the position, is posted as a "second shift: position, or begins after 10 a.m. Any maintenance worker working a permanently assigned modified workweek shall be paid an additional 12 cents per hour.

f. When a Crew Leader is absent from work three (3) or more days in a row the most senior person on that crew will assume the daily duties of the crew leader. The substitute's rate of pay will not be less than the absent crew leader for that period, starting the third day.

8.03 Food Service Employes

a. The basic workweek of regular full-time Food Service employes will be 5 to 8 hours a day, twenty-five (25) to forty (40) hours a week, as scheduled by the Department Head. Their normal schedule is to work only on days when school is in session unless requested by the Department Head to do otherwise. After the school calendar is set, a work schedule for the year will be published.

b. Regular part-time Food Service employes work on days that lunch is served and/or at any other time as needed, and shall be compensated at their regular rate of actual hours worked each week.

c. In the event that school is closed due to weather conditions or breakdown of mechanical equipment, part-time Food Service employes will be permitted to report for duty as the basis of their assigned work schedule unless notified two (2) hours in advance of their normal time to report for duty. They will be compensated at their regular rate of pay for work performed, which may be cleaning or any other work that may be assigned to them.

d. Time and one-half will be paid for all hours worked in excess of forty (40) hours per work-week. Double time will be paid for all hours worked on Sundays and on any of the holidays specified in this Agreement.

e. Employes will be allowed to work on other school district activities requiring their type of service, providing assignments are rotated and working hours shall comply with "Labor Standards" of the Wisconsin Department of Industry, Labor, and Human Relations. Food Service employes who during vacation periods are required to report for outside activities for school-related programs of more than two (2) day durations shall be compensated at their regular rate. All other activities shall be compensated at overtime of the Assistant Cook's hourly rate, except for Summer Clinics.

f. When a Head or Assistant Cook is absent, other than for vacation, and it is necessary to provide a substitute to assume the duties of that employe, the salary for such substitution shall be not less than the salary of the absent employe for the duration of the substitution.

g. Effective July 1, 2003, all kitchen Unit Managers (i.e. high schools and middle schools) having received a Dietary Manager Certification will be paid at the Grade 3 Pay scale for Food Service employes as found in Appendix A.

8.04 When an operational service employe is absent, (other than vacation) and it is necessary to provide a substitute to assume all of the duties of that employe, the salary for such substitution shall be paid at the same salary of that member of the bargaining unit or the substitute's rate, whichever is higher, for the duration of that substitution. Whenever the substitute's regular pay is higher than the pay of the employe for whom he is substituting, the substitute shall continue to receive his regular rate of pay.

8.05 Regular full-time employes in all classifications shall be given preference over part-time or summer employes for all overtime work.

Article IX - Holidays

9.01 The following days and such other days as may be designated by the Board are paid holidays for members of the bargaining unit:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day

Regular employes will receive holiday pay without work, based upon the number of hours of their normal working day, for whole holidays.

9.02 If holidays occur during an employe's vacation, an equivalent day will be allowed for vacation. Holidays falling on a day when the employee is not normally scheduled to work shall be observed on the normal work day preceding or the normal work day following providing such observance does not interfere with school session.

9.03 The Friday after Thanksgiving will not be considered a holiday but will be considered a day off without loss of pay providing that normal routine inspection of building will be maintained to insure protection of school property and equipment. Employes required to be on duty to support a school sponsored activity or outside activity on this day will be compensated as provided in paragraph 8.01.

9.04 Food Service and regular part-time employes are excluded from holiday benefits occurring during the summer vacation when they are not employed.

9.05 In order to be eligible for holiday pay, each employe must work his or her last scheduled day immediately preceding and immediately following the holiday, unless the absence is caused by bona fide illness. Upon approval of the immediate supervisor, exceptions to this rule may be made for either the day before or the day after a holiday. The request by the employe for the exception and the response by the immediate supervisor shall be in writing. Such exception shall be granted without pay for the day not worked.

Article X - Vacations

10.01 Full-time employes covered by this Agreement shall receive paid vacation for the months worked each year, based on the number of completed years of continuous service as of July 1 of each year in accordance with the following schedule:

DAYS PER YEAR

Completed Years of Service	10 Month Employes	12 Month
a. Less than six months	0	0
b. Six months through one year	5	6
c. After one year	8.3	10
d. After five years	12.5	15
e. After ten years	15	18
f. After fifteen years	16.6	20
g. After twenty years	19.2	23
h. After twenty-five years	20.8	25

10.02 Regular part-time employes covered by this Agreement shall receive vacation benefits as provided in 10.01 on a prorata basis, based upon the number of hours of their normal work week in relationship to a 40 hour work week.

Example of how the vacation pay is computed:

An employe who works 5 hours per day for 10 months with 8 completed years of service would receive the following hours of vacation pay:

12.5 (days) X 5 (hours/day) = 62.5 hours of vacation pay

10.03 Employes will be required to take vacation time away from their work. In the event an employe is called for duty for emergency work, equal time shall be taken at a later date to complete his vacation in accordance to the provision of Article X. Vacation days shall be taken in one (1) or one-half (1/2) day increments for warehouse and maintenance employees. During the school year, half day vacations shall be allowed for all positions where a substitute is not required.

10.04 Maintenance, warehouse and custodial employes at the ESC shall have the right to take at least two (2) weeks of their vacations during summer vacation period. The time for taking vacation shall be approved by the Department Head. All vacations shall be taken on or before December 31st of each year.

10.05 For the purpose of computing vacation credits, any calendar month within the normal work year in which the employes receives salary for two (2) or more weeks, full vacation credit for the month will be given. Employes receiving salary for less than two (2) weeks will receive no vacation credit for the month. A twelve month employe's vacation is computed in terms of full days and is rounded to the nearest full day.

10.06 Employees, except for Food Service employees, are eligible to utilize earned vacation during the entire calendar year provided employees have completed at least three (3) years of full-time continuous service within the bargaining group, there are at least 50% of employees per shift at each building working, and any vacation request during the school year can only be taken a maximum of five consecutive days per request. Employees must submit a written vacation request for approval at least two (2) weeks in advance. Any requests outside those listed above must be submitted in writing to the Superintendent for approval. All vacation must be completed by December 31st each year. With prior approval by the department head, up to five (5) vacation days may be carried over into the next calendar year but must be used by the end of the following May 1. Food Service employees will receive vacation as pay.

(For the purpose of this Article, "school year" shall include all days for which returning teachers are contracted to report to work.)

10.07 Whenever an employe's employment with the Board is terminated for any reason other than a discharge for cause and a two (2) week's notice is given to the Board, the employe shall be entitled to vacation with pay as set forth above and computed on the basis of one-twelfth of the normal full vacation times the number of months and fraction thereof that the employe has worked during the year.

10.08 All 12-month employes will be given advance vacation pay as follows:

a. Vacation dates will be as set on a schedule by the Department Head acting on the requests of employes.

b. Advance vacation payment shall be based on the salary in effect during the vacation with the understanding that there is a one week lag.

c. Advance vacation payment shall be paid only in two (2) week increments which coincide with a regular payroll period and will be paid only on the regular payroll date before the vacation.

d. Any employe who requests a change of his vacation date after the schedule is set will forfeit the privilege of advance payment.

Employes covered by this Agreement having reached the age of fifty-five (55) years, may upon request, be permitted to take up to an additional one week of vacation without pay, providing it is taken on or before December 31 of each year.

One week vacation consists of five consecutive working days. (Monday-Friday or Tuesday-Saturday for those who work those schedules).

Article XI - Seniority

11.01 Seniority is defined as the length of time that an employe has been employed in the bargaining unit, computed from the most recent hiring date.

11.02 Employes covered by this Agreement are on probation for the first six (6) months of employment. During the probation period, employes shall receive social security, retirement and insurance benefits (except during any required waiting periods for insurance). During this period employes shall not acquire seniority or receive benefits under Articles IX, X, XII and XIII of this Agreement. Upon successful completion of the probationary period and notification thereof, employes accrue seniority, vacation credit and sick leave retroactive to the date of hire.

11.03 Seniority will be lost for:

a. Termination for cause.

b. Voluntary quitting.

c. Employes who leave their work without notice to their immediate supervisor, and remain away from work for more than three (3) consecutive working days.

d. Employes accepting gainful employment when on a granted leave of absence.

e. Upon retirement.

Article XII - Sick Leave, Funeral Leave, and Child Rearing Leave

12.01 Regular full-time employes shall accrue sick leave at the rate of one (1) a day of sick leave for each month of paid employment, up to a maximum of ninety (90) days. Regular part-time employes accrue sick leave proportionately to regular full-time employes, in accordance with the number of hours which they regularly work.

12.02 Sick leave shall cover necessary absence from duty because of:

a. Sickness is defined as personal illness, disability, or emotional upset caused by serious accident or illness in the immediate family.

b. For purpose of sick leave, immediate family is defined to include spouse, brother (s), sister (s), children, parent (s), parent (s)-in laws, registered domestic partner, and other family members living in household. Sick leave may be used for other individuals only with prior approval of the Superintendent or his or her designee.

c. The exclusion from employment for quarantine because of the employe's exposure to contagious disease, in accordance with the rules of the City Commissioner of Health.

d. Sick leave will be taken in half (1/2) day or full day increments. After three (3) consecutive days, the employee may be required to provide an excuse from the physician who treated them when returning to work. The supervisor may request a medical excuse or other documentation regarding the use of sick leave at any time.

f. Sick leave may not be used prior to accrual. District may require employees to provide a note from the doctor verifying that an absence was caused by a medical situation. The district also may require documentation from the doctor authorizing the employee to return to work. If sick leave is exhausted, employees should refer to this document for any additional unpaid leaves available.

12.03 Whenever an employe is absent from work as a result of personal injury occurring on the school premises and not due to the employe's negligence:

a. The employe will be paid his/her full salary less weekly indemnity under the Workers' Compensation Act for the period of his/her disability up to three (3) work days and no part of such absence will be charged to his/her accumulated sick leave:

b. If the employee is off four or more days, the employee shall make an irrevocable election on the fourth day as to whether he/she wishes to receive benefits under only the Worker's Compensation Act, or whether the employee wishes to receive his/her full salary less weekly indemnity under the Worker's Compensation Act, with a third of a day deduction, from sick leave, vacation or any other paid day to which the employee is entitled for each day paid pursuant to this option:

c. The employee shall receive health insurance benefits for the duration of their leave covered under Worker's Compensation from the date of the injury on the same terms and conditions as other bargaining unit employees not to exceed thirty (30) months.

12.04 Three (3) sick days sick leave will be allowed for serious or critical illness in the immediate family, within the same household, for the necessity of taking a member of the family for immediate care or immediate treatment due to such illness, and shall not apply to cases where the employe is required as nurse, caretaker, or to provide for the operation of the family on account of such illness. Proper documentation of

such serious or critical illness must be provided for approval prior to the absence, unless it's an emergency situation. Otherwise, documentation must be provided the day the employee returns to work. The intent of this leave is not to provide sick days for an employe to take a member of his immediate family for care on a regular routine basis.

12.05 Any employe having accumulated ninety (90) days by January 1st of each year shall be compensated by one (1) additional day's wages. All sick leave taken shall be deducted from the accumulated base account of ninety (90) days maximum.

12.06 Medical leave of absence without pay, not exceeding two (2) years, shall be granted where an employee is unable to work due to illness or a disability caused by injury, provided the employee makes application to the Board for such leave and furnishes a physician's certificate from time to time, as requested by the Board, to substantiate the need for the leave or the continuation thereof. The Board may require the employee to be examined (at Board expense) by a physician selected by the Board, or to provide a physician's certificate, at employee's expense, establishing sickness as the reason for absence. Approved medical leave of absence shall begin the day the employee is unable to report to work as defined by the employee's physician's certificate. The employee shall receive health insurance benefits from the date the medical leave of absence began, not to exceed twenty-four (24) months. The provisions of this paragraph shall apply only to employees who have worked in the District for at least one (1) year.

If the employee returns from such leave within one (1) year, the employee will be assigned to his/her previous position or similar position. At the end of one year of leave if the employee is not able to return to work, the Union and the Board will evaluate the situation. All sick leave not used during the leave shall be reinstated upon returning to work. No benefits will be gained during such leave.

12.07 Employes covered by this Agreement, who find it necessary to be absent from their duties in order to attend the funeral of a deceased member of the immediate family shall be allowed a leave of absence with pay not exceeding in the aggregate six (6) days for time necessarily spent in traveling and attendance at the funeral. Immediate family means husband, wife, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, grandfather, grandmother, registered domestic partner or other person whom the employee stands in a mutually acknowledged relationship of parent or child and up to three (1-3) for aunt, uncle, niece, nephew, stepmother, or stepfather. Funeral leave will not be deducted from the employe's sick leave benefits. Employes needing additional time for travel may request up to 3 additional days without pay with the approval of the Superintendent or designee. The request must be made in writing.

12.08 Any member of the bargaining unit who retires from the Board's employment under the provisions of the Wisconsin Retirement Act or the designated beneficiary of any working member who dies shall receive an amount calculated by multiplying the employe's accumulated sick leave by his final daily rate of pay and dividing the sum thereof by two. The District will have the right to deliver these benefits through a tax sheltered program of the District's choice. In any event, the monies shall be remitted to the employe, or the employe's deferral plan, within 60 days after the employe retires.

12.09 Employes may take two casual days with pay per calendar year provided twenty-four (24) hour notice is given to the Department Head; casual days shall count as vacation days for purposes of Article 10.

12.10 Beginning July 1, 1990, all employes having completed the contract year without any absences, (vacations, funeral leave, jury duty, and worker's compensation days that are not due to employee's negligence do not count as absences) will be eligible to take one incentive day without loss of pay. This may be used in half day increments when school is not in session. Normal notification rules and requirements apply. The leave is earned on a contract year basis. Any suspensions or days off because of disciplinary actions disqualifies an

individual from this benefit for the contract year in which the suspension or days off occur. Following a second year on the job without absence, a second incentive day will be earned.

12.11 Any employe may request child rearing leave without pay for a period of up to twelve (12) months following the birth or adoption of a child.

a. Child rearing leave may be requested in conjunction with pregnancy leave. Under such circumstances, an individual's use of paid sick leave for pregnancy leave shall be limited to the period of disability as certified by the employe's physician.

b. Requests for child rearing leave must be submitted in writing at least four (4) weeks prior to the anticipated start of the leave.

c. Child rearing leave may be granted by the School Board.

d. Employes while on such leave shall, at their option and expense, be permitted to continue life, dental and health insurance coverages.

g. Return from such leave shall be governed by the provisions of Article 12.06.

12.12 All Employees may use (2) sick days per year as personal days. The employee must give a two week written notice to the Department Head. These days will be deducted from the employee's accrued sick time.

Article XIII - Civic Duty Leave of Absence

13.01 Periods of military leave for mandatory service as a result of civil disturbance or disaster will be allowed, upon request, in addition to leave for annual duty for training, provided such duty is performed with the assigned unit.

13.02 Such employe shall receive the difference between the military pay exclusive of any reimbursement for expenses other than base salary and his regular school per diem rate upon submission of a copy of the order to active duty and a copy of the pay voucher.

13.03 Appearance in legal proceedings

a. If the District requests a service employe to appear at a legal proceeding on behalf of the District, he/she will be compensated at his/her regular salary with no loss in pay. If an employee is subpoenaed to testify at a hearing regarding events arising out of his/her employment, the employee will be compensated at the employee's regular salary with no loss in pay, if the employee remits to the District any fees received and files the subpoena with the District: however, if a service employe appears in a legal proceeding against the District (unless subpoenaed adversely to testify in a case which does not involve any other District employee or the Union as a party), or in a legal proceeding in which the employee is a party or has a financial, personal or other interest, his/her salary will not be paid and sick leave will not be utilized.

b. Service employes who are called for jury service shall receive full salary during the period of absence, provided that service employes shall remit to the Board an amount equal to the compensation paid to them for such jury services and attach the summons to said report to the Board.

13.04 A bargaining unit employe who is elected or appointed to a full-time public office, commission, or committee shall be granted a leave of absence without pay, for one term of office. Upon return from such leave, the employe will be assigned to his previous position, if available, otherwise he will be assigned to the first position which becomes available and for which he is qualified. All sick leave accumulated before the leave shall be reinstated upon returning to work. No benefits will be gained during such leave. An employe must have worked in the District for at least two (2) years to be eligible for such a leave.

A bargaining unit employe who is elected or appointed to a public office, commission, or committee requiring only part-time or occasional attendance during normal working hours shall be granted necessary time without pay provided a two (2) day advance notice is given to his immediate supervisor.

Article XIV - Job Vacancies

14.01 Whenever a permanent vacancy occurs in an existing "skilled" job, or a newly created "skilled" job, employes shall have the right to be transferred to such job upon application, providing the employe has demonstrated that he or she is qualified to perform all the duties of that job up to the expected standard of the job. "Skilled" jobs are: All Maintenance Jobs, Cafeteria Cooks, Head Custodians, Assistant Head Custodians, Warehouse Crew Leader, and Truck Drivers. Qualifications will be determined by the Department Head and listed on all skilled job postings. In the event two (2) or more present employees who are candidates for the position are considered by the Board to be substantially equally qualified, first preference will be given to the employe with the greater length of seniority with the District. Other jobs will be filled on the basis of seniority provided the employe is qualified within thirty (30) days. Notice of new qualifications for any skilled job classification must be given to the Union at least 60 days prior to implementation; however the District can start the process of posting.

14.02 The Board reserves the right to create new positions or to eliminate positions no longer required.

a. The Board will establish duties, job specifications, and pay ranges of such new positions.

b. The Union shall be notified in writing at least sixty (60) days prior to the consolidation or elimination of a position and will be given an opportunity to discuss the matter prior to such change and to offer recommendations.

c. Staff Reductions

(1) For purposes of subparagraphs (c) and (d), skilled jobs shall include the following job classifications: [all maintenance jobs, cafeteria cooks, head custodians, assistant head custodians, operational relief worker, warehouse crew leader, and truck drivers.] Non-skilled jobs shall include the following job classifications: [custodians (DC, NC2, and NC3), and food helpers.]

(2) In the event of staff reduction, the employe scheduled for layoff shall be required to take a vacancy in their respective job classification for which the employe is qualified. This process shall be conducted in accordance with past practice. If the employe scheduled for layoff refuses an available job, the employe shall be laid off.

(3)(A) Skilled Jobs - If there are no immediate vacancies available under paragraph (2), and the employe scheduled for layoff last held a skilled job, the employe shall be required to take the job of the least senior person in the employe's job classification, as defined in paragraph (c)(1), provided the employe is qualified. If the employe scheduled for layoff is the least senior person in the employe's job classification or is not qualified, the employe shall be required to take the job of the least senior person in the remaining

skilled classifications, as defined in paragraph (c)(1), provided the employe is qualified. If the employe scheduled for layoff is the least senior person in all skilled classifications or is not qualified, the employe shall be required to take the non-skilled job held by the least senior person in the unit provided the employe is qualified. If the employe scheduled for layoff refuses to take a job under this paragraph 3(A), the employe shall be laid off.

(3)(B) Non-skilled Jobs - If there are no vacancies available under paragraph (2), and the employe last held a non-skilled job, the employe shall be required to take the job of the least senior person in the employe's non-skilled job classification, as defined in paragraph (c)(1). If the employe scheduled for layoff is the least senior person in the employe's job classification, the employe shall be required to take the non-skilled job held by the least senior person in the unit. If the employe scheduled for layoff refuses to take a job under either the first or second sentence of this paragraph (3)(B), the employe shall be laid off.

(4) If, as the result of the application of paragraphs (2), (3)(A) or (3)(B), an employe is required to take a job with higher pay, or which is in a higher labor grade, than the job last held by the employe, the employe shall serve a six (6) month probationary period.

d. Recall

(1) Before recalling employes who are on layoff, the District shall permit employes who have not been laid off the opportunity to transfer into a vacancy pursuant to Article 14. After the transfer procedures of Article 14 have been applied, the District shall recall employes by seniority, except that for skilled jobs the employe must be qualified for the position in order to be eligible for recall. An employe who is recalled to a job with higher pay, or to a job in a higher labor grade, than the job last held by the employe, shall serve a six (6) month probationary period.

(2) Employes on layoff shall be eligible for recall for eighteen (18) months following layoff. An employe who fails to report for work within five (5) days after the District has mailed a recall notice to the employe shall lose his or her recall rights and seniority. The recall notice shall be sent by certified mail to the employe's last known address. Employes shall notify the District in writing of any change in their address.

e. Qualifications

Whenever an employe must be qualified in order to take a position under either 14.02(c) or 14.02(d), the employe will be given the opportunity to discuss the employe's qualifications with the Department Head or designee.

14.03 The Board shall post notices of all such job vacancies and notify the Union of such postings. Posting of job vacancies may be waived by mutual consent of the Board and the Union. New employes may be employed without waiting for the expiration of the time on a posting, providing notice of the job vacancy is circulated among the regular employes who will have the right to ask for transfer to such job under the same conditions as first set forth in this Article.

Employees must complete a transfer request form. For promotional movement, the top three qualified senior applicants for the position, shall be selected and tested. The job will be awarded to the individual who meets the qualifications for the position via performance based test(s) pertaining to job responsibilities if applicable. Any test administered to meet the reasonable and pertinent minimal qualifications

shall be objective. If more than one employee meets the requirements, the most senior applicant will be awarded the position.

14.04 If at any time the Board finds that it cannot fill a vacancy with a qualified person at the specified minimum salary for that position, the Board may employ at the rate above the specified minimum in order to fill the vacancy.

14.05 Present employees must serve their initial probation period before posting for a transfer. Employees posting for an open position constitute a desire to work in that position and willingness to accept the position when awarded to them. This language assumes the employee has investigated the position on their own time and determined whether or not they want to remove their name from consideration before the eight (8) day posting period expires. Employees interested in learning more about the position may contact the supervisor and coordinate a time before the posting period expires when three (3) employees can try out the position for two (2) days, provided a substitute is available to cover their position while they are at the new position.

Once the transfer has permanently occurred, the employee will then be restricted to the new position for a period of three (3) months of the six (6) month probationary period before applying for another transfer. If at the completion of the six-month period, the employee's performance is considered unsatisfactory, that position will be re-posted and that employee will be reassigned to the last position that was opened as a result of the transfer.

Article XV – Compensations

15.01 The attached schedules of job classifications and compensation for the years indicated, are appended to and made a part of this Agreement.

15.02 All employes covered by this Agreement will be paid on a bi-weekly basis.

15.03 The Board agrees to pay a share of the employe's contribution to the Wisconsin Retirement fund in an amount equal to the employe's contribution but not to exceed 6% of the gross earnings. Said payment of a share of the employe's contribution is in addition to the usual contribution of the Board under Section 41.10, Wisconsin Statutes.

Article XVI - Insurance

16.01 (a) The Board shall pay the single premium or family premium for health insurance for each employe who is regularly scheduled to work at least twenty (20) hours per week. Recommendations from the Union Insurance Committee regarding alternative coverages will be considered and may be presented at a meeting of representatives from various employe groups held with the Administrator of Business Services prior to compilation of specifications for bidding.

(b) In the event that any change is recommended to be made with regard to any health insurance benefits, member coverage or premiums after passing through a District Insurance Committee, any change must be ratified by a union floor vote at a regular monthly meeting. All current coverage will be as good as the WEA Trust Preferred 2013..

16.02 Employes on leave of absence without pay will be required to pay for the full premium under the group health insurance for the duration of their leave except that all eligible employes with five (5) years or more of service with the District having exhausted their accumulated sick leave and are on a Board approved medical leave will have his/her health insurance paid for as provided in paragraph 16.01, for a

period not to exceed six (6) months. Employes who are off work due to a Worker's Compensation injury shall receive only those health insurance benefits allowed by Article 12.03.

16.03 Group life insurance is available. The employe pays a portion of the premium and the Board pays the balance. The employe on leave of absence may continue in the group life insurance program for the duration of the leave by direct payment of the employe portion of the insurance premium.

16.04 Employes who are regularly scheduled to work at least 20 hours per week shall be eligible for group dental insurance, as established by the Board. The Board will pay 90% of the monthly premium and the participating employes shall pay the balance by way of an automatic payroll deduction.

16.05 Employes who have been employed by the District on a regular full-time basis for at least fifteen (15) years and who are currently employed by the District may apply for early retirement health insurance benefits upon reaching the age of fifty-five (55). The employe eligible for early retirement health insurance benefits shall be entitled to fully paid single health insurance coverage until age sixty-five (65). Employes eligible for early retirement health insurance benefits who desire family coverage shall be eligible for family coverage provided the employe pays the difference between the family plan premium and the single plan premium. Effective July 1, 2011, all eligible individuals who retire will contribute 1.7% of the premium toward the cost of the single health insurance coverage, provided the employee wants to continue the District's health coverage.

16.06 The District will provide a long term disability insurance plan. Benefits will be equal to 66 2/3% of the regular monthly salary. The waiting period will be 90 consecutive calendar days.

16.07 Employes covered by this agreement have the option of enrolling in the District's Long Term Care Insurance Program which will be 100% employe funded. The District reserves the right to choose the carrier.

16.08 Effective July 1, 2007, employees covered by this agreement have the option of enrolling in the District's Short Term Disability (STD) insurance plan, which will be 100% employee funded.

Article XVII - Miscellaneous

17.01 Workshop

There may be provided from time to time at the expense of the Board a series of lectures or discussions (meetings), in which case a certain number of employes shall be required to attend. If during normal working hours, the number to attend shall be determined prior to each lecture or meeting, by the Department Head.

At least once a year, workshops will be coordinated with the Union, Human Resources and Facilities and will address safety and work related issues. Session(s) will last approximately four hours long.

17.02 Basic Tools

Each building shall be furnished basic tools as agreed upon by the Board and the Union. Upon proper presentation, worn out or broken tools shall be replaced by the Board. All Head Custodians will be responsible for the care and custody of their issued tools, a semi-annual inventory and report of lost or broken tools will be submitted to the Facilities Department for replacement.

17.03 Car Allowance

Any employe covered herein shall be given the current district rate per mile car allowance whenever specifically authorized to use his car by the Department Head in the performance of his work for the District.

17.04 Employe's Picnic

This day is reclassified as a Personal Day. All members must use this Personal Day on the first Thursday in August.

17.05 Conditions of Reassignment

a. Any employe, upon being reassigned, who has previously served his initial fifteen (15) months, and has satisfactorily completed the six (6) month's probation period for additional training on his new classification, shall receive the maximum salary for that new classification. If additional training is required to perform the duties, the employe will receive the minimum of the higher classification; except that the employe will, in no event, be paid at less than his old classification.

b. Any employe who has previously served the initial fifteen (15) month's increment period and who is permanently reassigned to a position of lower classification shall immediately be paid at the maximum rate of the lower classification.

17.06 Safety Committee

A Safety Committee shall be established. It shall be composed of four representatives, two from the Union and two from the District and shall meet outside of work hours, at least every other month unless three members of the Committee agree otherwise. The Committee shall develop recommendations to the Board concerning safety and sanitation conditions affecting bargaining unit members.

17.07 Tuition Reimbursement

a) Prior approval within sole discretion of District required. Requests must be received no later than 30 days before the start of the course.

b) All service employes are eligible for tuition reimbursement for any and all courses needed to qualify for a position up to a maximum of six (6) credits per year (composed of the fall, spring, and summer terms) reimbursed at the current Gateway Technical College rate.

Additional credit reimbursement dollars may be awarded, at the discretion of the District, up to a maximum of twelve (12) credits per year.

c) Payment upon presentation of certificate of completion and transcript within 60 days

d) Reimbursement with a grade of "B" or higher.

e) Must continue in employment with District for three years in a position in or must repay prorated amount (less than one year = 100%; one to less than two years = 50%; two to less than three year = 25%).

f) All costs to maintain employment certifications and/or licenses will be paid through staff development funds.

17.08 When a service worker carries, or is awarded, a boiler's license but is not required to possess one under his/her job description; they will receive an additional $0.10 per hour pay.

When a service worker carries, or is awarded a comparable or Facilities approved Certification (i.e.: journeyman/master trade status, HVAC cert.), degree or license; they will receive an additional $0.10 per hour of pay. This does not include Certificate of Completion's received as a result of disciplinary action.

Article XVIII - Basis for Agreement

18.01 Agreement on Behalf of the Union

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

18.02 Agreement on Behalf of the Board

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

Article XIX - Aid to Construction of the Provisions of the Agreement

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

19.02 Saving Clause

If any part or section of this Agreement 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 of section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such part or section.

* * * * * * * * *

THIS AGREEMENT is made and entered into as of the 1st day of July, 2013 by and between the Kenosha School Board, Unified School District No. 1, and the Service Employes, S.E.I.U., Local 168.

SERVICE EMPLOYES, | S.E.I.U.
LOCAL NO. 168

KENOSHA SCHOOL BOARD
UNIFIED SCHOOL DISTRICT NO. 1

/s/ Patricia S. Tetzlaff
President

/s/ Rebecca Stevens
President

APPENDIX A-1

SALARY SCHEDULE

OPERATION SERVICES

Effective July 1, 2013

Salary Grade	BI-WEEKLY SALARY Maximum	HOURLY RATE Maximum
1	1,536.80	19.21
2	1,593.60	19.92
3	1,658.40	20.73
4	1,673.60	20.92
4+ D	1682.40	21.03
5	1,703.20	21.29
5+D	1711.20	21.39
6	1,727.20	21.59
6+D	1735.20	21.69
7	1,745.60	21.82
8	1,773.60	22.17
9	1,796.00	22.45
10	1,824.80	22.81
11	1,842.40	23.03
12	1,866.40	23.33
13	1866.40	23.33
14	2039.92	25.49
NOTE:	Student Janitors and Substitutes are not members of the bargaining unit, therefore, are subject to change at any time by the Board.	

Effective July 1, 2007, the District may hire Operation and Food Services employees at a rate, which is not less than $1.50 below the maximum rate for the position in question. At the end of such new hire's first year of employment, the District shall pay the new hire a rate, which is not less than $1.00 below the maximum rate. Only July 1, thereafter, the District shall pay the new hire the maximum rate. Yearly increases will then be effective July 1.

APPENDIX A-2

SALARY SCHEDULE

FOOD SERVICE EMPLOYES

Effective July 1, 2013

Salary Grade	Position Title	Maximum Hourly Rate
1	Food Service Helper – I	18.40
2	Line Supervisor, Roving Unit Manager and Unit Manager without DMA License	19.33
3	Unit Manager with DMA License	21.76
All Food Service employes and a member of the bargaining unit working on the second shift shall receive an additional seven cents (7¢) per hour shift differential		

Effective July 1, 2007, the District may hire Operation and Food Services employees at a rate, which is not less than $1.50 below the maximum rate for the position in question. At the end of such new hire's first year of employment, the District shall pay the new hire a rate, which is not less than $1.00 below the maximum rate. Only July 1, thereafter, the District shall pay the new hire the maximum rate. Yearly increases will then be effective July 1.

APPENDIX A-3

SALARY SCHEDULE

MAINTENANCE DEPARTMENT

Effective July 1, 2013

POSITION	HOURLY RATE	BI-WEEKLY SALARY
Trainee	21.30	1,704.00
General Utility Worker	23.29	1,863.20
Maintenance Service Worker	25.08	2,0006.40
Maintenance Service Worker Electrical	26.01	2,080.80
Assistant Electronic Tech.	26.06	2,084.80
Crew Leader	27.07	2,165.60
Electronic Technician/Grounds Crew Leader	28.24	2,259.20
HVAC Mechanic	30.11	2,408.80
HVAC Crew Leaders	32.15	2,572.00
Master Electrician Crew Leader	34.24	2739.20
Master Plumber	34.24	2739.20

Effective January 1, 1995, the District may hire new maintenance employes at the trainee rate for the first year of their employment. Internal transfers into maintenance positions will be paid in accordance with the parties' 1989 side letter agreement.

All employes covered by APPENDICES A-1, A-2 and A-3, having attained the required length of service on their anniversary date, shall receive in addition to their regular salary the following longevity pay (prorated for regular part-time employes):

A. $12.50 per month after five (5) years of service
B. $25.00 per month after ten (10) years of services

C. $37.50 per month after fifteen (15) years of service
D. $50.00 per month after twenty (20) years of service
E. $62.50 per month after twenty-five (25) years of service

APPENDIX B

SCHEDULE I - Building Classifications

Class A1 Building - Tremper Senior High School, Bradford Senior High School and Indian Trail High School Academy.

Class A Building - Reuther Central, Lance Middle School, Lincoln Middle School, Mahone Middle School, and Bullen Middle School.

Class B1 Building - McKinley Middle School, Washington Middle School, and Edward Bain School of Language Art.

Class B Building - Frank, Vernon, Whittier, Somers, Pleasant Prairie, Prairie Lane, Nash, and Stocker Elementary Schools, Brass Community School, Lakeview Technology High School, and the Educational Support Center.

Class C Building - Bose, Columbus, Forest Park, Grant, Harvey, Jefferson, Jeffery, McKinley Elementary, Roosevelt, Southport, Strange, Grewenow and Wilson Elementary Schools, and Cesar Chavez Headstart.

Class D Building - Hill Crest.

Class E1 Building - Jefferson Annex.

SCHEDULE II - Job Classifications and Compensation Plan

I. All employes connected with the operation and food services of the schools shall be assigned to one of the following classifications and arranged by salary grade as specified:

A. Operation Services

1. Head Custodians

a.	Class A1 Building	- Grade 14
b.	Open	- Grade 13
c.	Class A Building	- Grade 12
d.	Class B1 Building	- Grade 11
e.	Class B Building	- Grade 9
f.	Class C Building	- Grade 8
g.	Class D Building	- Grade 7

2. Assistant Head Custodian - Grade 8

3. Operational Relief Worker - Grade 13

4. Custodians

a.	First Shift	- Grade 4
b.	E1 Building	- Grade 4
c.	Second Shift and Day (T – Sat)	- Grade 4D
d.	Third Shift	- Grade 5

5.	Truck Drivers	- Grade 10
6.	Relief Head Custodian Trainee Rate	- Grade 6

B. Food Services

1.	Unit Manager with DMA License	- Grade 3
2.	Line Supervisor	- Grade 2
3.	Roving Unit Manager	- Grade 2
4.	Unit Manager without DMA	- Grade 2
5.	Food Service Helper I	- Grade 1

SCHEDULE III - REQUIREMENTS FOR VARIOUS CLASSIFICATIONS:

A. Facilities Operating Engineer – Second Class License

1. Head Custodians, Class A, A1, B, and B1 Buildings
2. Assistant Head Custodian, Class A1 Building
3. Maintenance Service Worker

B. Facilities Operating Engineer – Third Class License

1. Head Custodians, Class C, D, and E1 Buildings

The license required for all District buildings are either an ASOPE Facilities Operating Engineer 3rd Class License or an ASOPE Facilities Operating Engineer 2nd Class License. An employee can hold a license higher than the posting requirements and be considered eligible for the position. If the posting requires the employee to hold an ASOPE Facilities Operating Engineer 2nd Class License and the senior employee holds an ASOPE Power Plant Operating Engineer 3rd or 2nd Class License, then the employee is qualified to hold that position because an ASOPE Power Plant Operating Engineer 3rd or 2nd Class License is higher. Below is a list of license in order of lower to higher-level license:

- Facilities Operating Engineer 3rd Class License
- Facilities Operating Engineer 2nd Class License
- Power Plant Operating Engineer 3rd Class License
- Power Plant Operating Engineer 2nd Class License
- Power Plant Operating Engineer 1st Class License

Employees may elect to retain their NULPE license, however, the following chart shows the conversion between both licensing agencies.

	ASOPE
5th Class License	Facilities Operating Engineer 3rd Class License
4th Class License	Facilities Operating Engineer 2nd Class License
3rd Class License	Power Plant Operating Engineer 3rd Class License
2nd Class License	Power Plant Operating Engineer 2nd Class License
1st Class License	Power Plant Operating Engineer 1st Class License

The determination of license requirements for the District buildings/boilers was made in conjunction with the Wisconsin Board of Examining Engineers and Gateway Technical College.

SIDE LETTER

Between the

SERVICE EMPLOYES, S.E.I.U., LOCAL NO. 168

AND THE

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Memorandum of Understanding

The SEIU, Local 168, hereinafter referred to as the Union, and the Kenosha Unified School District No. 1, hereinafter referred to as the District; agree to the following Memorandum of Understanding:

During the 2009 – 2012 negotiations the parties discussed the increasing cost of health and dental insurance and the impact it carries to the cost of the Service Employe Salary and Welfare Agreement and the Kenosha Unified School District Budget.

Included in the discussions were various considerations, including Wellness and Individual Health Initiatives that could help reduce the overall cost of healthcare. The parties recognized that these considerations were best served by taking the time necessary to make the best informed choices by jointly reviewing the various approaches to managing such initiatives.

As a result, the parties have agreed to re-establish the Insurance Study Committee. Each Bargaining Unit will have a minimum of one representative. Every Bargaining Unit that represents more than three hundred members will have one representative for every three hundred members or major fraction thereof. The committee will consist of six (6) voting members of the KEA Teacher Bargaining Unit appointed by the KEA and five (5) members appointed by the other Bargaining Units. The District will appoint eleven (11) representatives. The President, Executive Director, and Assistant Executive Director of the Association as well as the Superintendent, Executive Director of Human Resources, and the Executive Director of Business for the District will be appointed to the committee. The KEA Executive Director, KEA Assistant Executive Director, KUSD Superintendent, KUSD Executive Director of Human Resources, and KUSD Executive Director of Business are non-voting members.

The Committee will be responsible for establishing initiatives and incentives, setting goals and timelines, and will consider and decide on the creation of Individual Health Reimbursement Accounts. Additionally, the Committee will determine the structure and implementation of established goals and incentives by March 1, 2010.

It is further agreed that the Union and the District will work collaboratively with the United Healthcare to pursue other premium reduction options that they may have available for the District.

1. Any change to the United Healthcare High Front End Deductible Plan will include the following considerations:

    a. The United Healthcare Plan design and benefits will not change with any other premium reduction option and will continue to be included in the contract language.

2. All decisions involving any issue covered by this Memorandum of Understanding must be agreed upon by a majority of the voting Committee members and the KUSD Board of Education and ratified by the Union membership.

3. The insurance premium contributions will be 2% of premium.

4. Any changes to the foregoing must be ratified by both parties signatory to the Service Employee Bargaining Unit.

For the Union:

For the District:

SIDE LETTER

Between the

SERVICE EMPLOYES, S.E.I.U., LOCAL NO. 168

AND THE

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

The SEIU, Local 168, hereinafter referred to as the Union, and the Kenosha Unified School District No. 1, hereinafter referred to as the District; agree to the following Memorandum of Understanding:

Regarding 10.06, Food Service employees earn but may not take vacation during the school year. Earned vacation will be paid out at the end of the school year.

Also, as a result of changing 10.06 as noted above, the District agreed to allow Food Service Employees to select 21 or 26 pays, thereby changing 15.02.

For the Union: For the District:

SIDE LETTER

Between the

SERVICE EMPLOYES, S.E.I.U., LOCAL NO. 168

AND THE

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Memorandum of Understanding

The SEIU, Local 168, hereinafter referred to as the Union, and the Kenosha Unified School District No. 1, hereinafter referred to as the District; agree to the following Memorandum of Understanding:

Effective 7/1/10, both parties agree to the following as it relates to the health care coverage. United Healthcare will no longer be the health insurance carrier. The WEA Trust's High Front End Deductible Plan will be implemented based on the conditions outlined in the attached. Claims processing will be conducted by a third party administrator mutually agreed upon by both parties.

Attachment

For the Union: _____

For the District: _____

* * * * * * * * *

THIS AGREEMENT is made and entered into as of the 1st day of July, 2009 by and between the Kenosha School Board, Unified School District No. 1, and the Service Employes, S.E.I.U., Local 168.

SERVICE EMPLOYES, | S.E.I.U.
LOCAL NO. 168

_____
President

KENOSHA SCHOOL BOARD
UNIFIED SCHOOL DISTRICT NO. 1

_____
President

From: Sheronda Glass <sglass@kusd.edu<mailto:sglass@kusd.edu>>
Date: June 5, 2014 at 10:15:58 PM CDT
To: Patricia Tetzlaff <ptetzlaf@kusd.edu<mailto:ptetzlaf@kusd.edu>>
Cc: Jennifer Miller <jemiller@kusd.edu<mailto:jemiller@kusd.edu>>, Judy Rogers <jrogers@kusd.edu<mailto:jrogers@kusd.edu>>, Rade Dimitrijevic <rdimitri@kusd.edu<mailto:rdimitri@kusd.edu>>, Annie Petering <apeterin@kusd.edu<mailto:apeterin@kusd.edu>>, Patrick Finnemore <pfinnemo@kusd.edu<mailto:pfinnemo@kusd.edu>>
Subject: Re: Collective Bargaining Agreement Update

Thanks, Patty.

As you know, we received a letter from the WERC, which you were copied on, indicating that SEIU Local 168 failed to file a petition for recertification by August 31, 2013. The WERC indicates that because you failed to file a recertification petition, you are no longer recognized as the legal union representative for Service Employees. Therefore, our legal counsel has advised us that the CBA that was negotiated is null and void.

As far as what guidelines to follow, technically, you are covered by the handbook that was previously adopted by the Board for the Service Employees back in 2012. We will, however, continue to operate the way we have been (for the past year) until we get further direction from the Board. For the most part, we did not reinstate the CBA and it should not be a problem as we move forward.

If you have additional questions, I would recommend that you meet with your legal counsel.

Sheronda

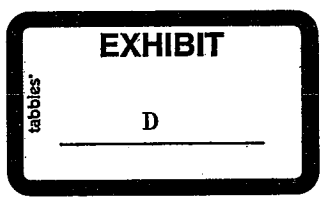
On Jun 5, 2014, at 11:39 AM, "Patricia Tetzlaff" <ptetzlaf@kusd.edu<mailto:ptetzlaf@kusd.edu>> wrote:

Good Morning Sheronda

First of all II want to say welcome back. Hope everything is healing.
I stopped by yesterday to see if Stacy could put me on the calendar. I called and left a message.
I just need a few minutes.
I really just wanted a update on our last email we received. Do we have a contract?
What guide lines are we following?
Just in general where are we.
We hear rumors, but no one is saying anything to me.

Thanks
Patricia Tetzlaff
President Of Local 168

From: KUSD Messenger



Sent: Friday, December 20, 2013 4:23 PM
To: All Users
Subject: Collective Bargaining Agreement Update

Date: December 19, 2013
To: KEA Members, SEIU Members and AFSCME Members
From: The Office of Human Resources
Re: Collective Bargaining Agreements

As you are aware, the Board of Education reached a tentative agreement with the KEA, SEIU and AFSCME bargaining groups on November 15, 2013. Since that time, it was communicated that implementation of the agreements were on hold due to legal issues faced by the District. The purpose of this communication is to inform you that the Board of Education has decided to move forward with the implementation of the collective bargaining agreements. This means that the language outlined in the collective bargaining agreements dated July 1, 2011 and June 30, 2013 are effective July 1, 2013 through June 30, 2015, except for the attached changes (updated collective bargaining agreements will be made available for all groups by January 31, 2014).
<KUSD_AgreementInfo.pdf>

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

KRISTI LACROIX, et al.,

Plaintiffs,

v. Case No. 13-cv-1899

KENOSHA EDUCTION ASSOCIATION, et al.,

Defendants.

AFFIDAVIT OF DENISE VILLALOBOS

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY)

DENISE VILLALOBOS, being duly sworn, on oath deposes and states:

1. I am an adult resident of the State of Wisconsin.

2. At all times relevant to these proceedings, I acted as the President of the Kenosha Unified School District Employees Local 2383, AFSCME, AFL-CIO ("Local 2383").

3. At all material times, Local 2383 was the collective bargaining agent for all regular full-time and regular part-time clerical and secretarial employees of the Kenosha Unified School District No. 1 ("the District"), excluding teaching assistants, educational assistants, para-professionals, supervisors and all other employees of the District for purposes of establishing wages, hours, and other conditions of employment.

4. On November 11, 2013, I and other members of the Union entered into negotiations with members of the Board with the intention of reaching a tentative collective bargaining agreement ("Tentative Agreement") with the District's Board of Directors, under the belief that the purported emergency rules promulgated by the Commissioners of the Wisconsin Employment Relations Commission, ERC § 70.03, did not act as a bar to our negotiations.

5. On November 11, 2013, Jeffrey Middleton, an AFSCME Staff Representative, signed a Tentative Agreement that contemplated the parties signing collective bargaining agreements for the period July 1, 2013, through June 30, 2014, and July 1, 2014, though June 30, 2015, with the Board.

6. On information and belief, the Board ratified the Tentative Agreement on November 15, 2013, but no new collective bargaining agreement was ever prepared and neither I nor anyone else with the Union ever signed any new agreement with the Board on behalf of Local 2383.

7. On December 19, 2013, I received an email with attachments from the Board indicating that it was moving forward with the implementation of a new collective bargaining agreement that reverted to the language contained in the parties' collective bargaining agreement covering the period July 1, 2011, to June 30, 2013. Although the email's "attached changes" to the prior CBAs largely tracked the Tentative Agreement, it proposed addition of one that had never been agreed upon: "Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form." Attached hereto as Exhibit A is a true and correct copy of that email.

8. Following receipt of the Board's December 19, 2013 email, Local 2383 never signed any agreement incorporating the additional term the Board proposed in that email.

FURTHER AFFIANT SAITH NAUGHT.

Denise Villalobos

DENISE VILLALOBOS

Subscribed and sworn to before me
This 30th day of October, 2014.

Notary Public, State of Wisconsin
My Commission 11/30/14

From: KUSD Messenger
Sent: Friday, December 20, 2013 4:23 PM
To: All Users
Subject: Collective Bargaining Agreement Update

Date: **December 19, 2013**
To: **KEA Members, SEIU Members and AFSCME Members**
From: **The Office of Human Resources**
Re: **Collective Bargaining Agreements**

As you are aware, the Board of Education reached a tentative agreement with the KEA, SEIU and AFSCME bargaining groups on November 15, 2013. Since that time, it was communicated that implementation of the agreements were on hold due to legal issues faced by the District. The purpose of this communication is to inform you that the Board of Education has decided to move forward with the implementation of the collective bargaining agreements. This means that the language outlined in the collective bargaining agreements dated July 1, 2011 and June 30, 2013 are effective July 1, 2013 through June 30, 2015, except for the attached changes (**updated collective bargaining agreements will be made available for all groups by January 31, 2014**).
<KUSD_AgreementInfo.pdf>

EXHIBIT A

Kenosha Unified School District
maximizing the brilliance of children

3600 52nd Street, Kenosha, WI 53144
P 262.359.6300 / F 262.359.7672

Date: December 19, 2013
To: KEA Members, SEIU Members and AFSCME Members
From: The Office of Human Resources
Re: Collective Bargaining Agreements

As you are aware, the Board of Education reached a tentative agreement with the KEA, SEIU and AFSCME bargaining groups on November 15, 2013. Since that time, it was communicated that implementation of the agreements were on hold due to legal issues faced by the District. The purpose of this communication is to inform you that the Board of Education has decided to move forward with the implementation of the collective bargaining agreements. This means that the language outlined in the collective bargaining agreements dated July 1, 2011 and June 30, 2013 are effective July 1, 2013 through June 30, 2015, except for the attached changes (**updated collective bargaining agreements will be made available for all groups by January 31, 2014**).

Please note the following:

Vacation: Will continue as currently outlined in your respective collective bargaining agreement.

Union Dues: Fair share will not be implemented. Union dues will only be deducted if you sign a voluntary deduction form.

Regarding Salary Increases: Lump sum payments to teachers will be made on the January 22, 2014 payroll. All other groups will receive the new hourly rate on January 22, 2014 payroll and the retro-payment will be made on the second pay period in February 2014.

Benefits: As adopted by the Board on May 21st, 2013. Employee premium contributions as defined by the Board of Education.

The following language will replace current contract language for all groups, unless otherwise noted:

Sick Leave

Sickness is defined as personal illness, disability, or emotional upset caused by serious accident or illness in the immediate family.

For purposes of sick leave, immediate family is defined to include spouse, brother(s), sister(s), children, parent(s), parent(s)-in-law, registered domestic partner, and other family members living in the household. Sick leave may be used for other individuals only with the prior approval of the Superintendent or his or her designee.

Sick leave will be taken in half (½) day or full day increments. After three (3) consecutive days, the employee may be required to provide an excuse from the physician who treated them when returning

to work. The Supervisor may request a medical excuse or other documentation regarding the use of sick leave at any time.

Classroom professionals will receive ten (10) sick days per year up to a maximum of ninety (90) days. Staff that work ten (10) months will receive ten (10) days per year and staff that work twelve (12) months will receive twelve (12) days per year up to a maximum of ninety (90) days. Employees working at least twenty (20) hours per week will be eligible for sick leave on a prorated basis. Employees starting mid-year will receive a prorated number of days based on their start date and benefit eligibility status. Part-time and temporary employees will not accrue sick time.

Sick leave may not be used prior to accrual. The District may require employees to provide a note from the doctor verifying that an absence was caused by a medical situation. The District also may require documentation from the doctor authorizing the employee to return to work. If sick leave is exhausted, employees should refer to this handbook for any additional unpaid leaves available.

Long Term Leave Absence

A leave of absence may be granted in extreme situations at the discretion of the District. Employees must notify their Supervisor and the Office of Human Resources of the need for a leave at the earliest possible time; normally no less than thirty (30) day notice is required, where practical. Notification must include the reason for the request. Human Resources and the supervisor will work together to approve or deny the request. Length of service will be maintained but does not accrue, and the employee will be required to post for an open position when ready to return. An employee returning from a leave of absence will be placed on the salary schedule at the step and level for which the employee qualifies or at the pay rate which is commensurate with his/her new assignment, whichever is applicable. Additionally, a leave of absence may be granted for the following reasons at the discretion of the District:

- Education: An employee may be granted up to one (1) year of leave of absence for educational purposes.
- Childrearing Leave: An employee may be granted up to one (1) year leave of absence for birth or adoption of a child.

Funeral Leave

Funeral leave may be utilized up to six days (1-6) for husband, wife, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, grandfather, grandmother, registered domestic partner or other person whom the employee stands in a mutually acknowledged relationship of parent or child and up to three (1-3) for aunt, uncle, niece, nephew, stepmother, or stepfather.

Personal Day

All Employees may use two (2) sick days per year as personal days. These days will be deducted from the employee's accrued sick time. (**Must be approved by supervisor**).

Holidays

MLK Day for all groups.

Snow Days – All Except Service

Two snow days will be provided for all employee groups except for service employees.

Teacher's Agreement

Assignments, Postings and Transfers

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of five (5) school days. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Licensure, relevant knowledge, skills and abilities
- Job performance
- Years of service within the group

The top three candidates will be interviewed for the position. The most qualified applicant will be selected. If all applicants meet the selection criteria, the most senior applicant will be awarded the position. Qualification testing may be administered (if, applicable.)

Procedure:

1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

Reduction in Workforce

In the event that the Board of Education, in its sole discretion, determines that it is necessary to reduce the number of certified staff, the following will be considered:

1. Certification in area;
2. Effectiveness in teaching and related professional responsibilities evidenced by professional employee evaluation;
3. Adaptability to other assignments (academic) and multiple licenses;

4. Evidence of professional growth as well as specialized or advanced training;
5. Previous history of grade levels and subject areas taught;
6. Years of service within the group.

When possible, the District will provide the employee subject to layoff forty-five (45) school days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of layoff with less than forty-five (45) school days written notice.

An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District with a period of one (1) year from the date of layoff; however, the time spent on layoff shall not count toward years of service with the District.

Recall Procedures

1. The Board of Education will determine the number of teaching positions to be filled each year.
2. Teachers who were laid off in the previous year, will be recalled based on the following criteria:
    - Certification;
    - History of grade levels and subjects taught;
    - Years of service within the group

Secretaries, Service, Carpenter and Painters, Interpreters, and Educational Support Professional's Agreement.

Assignment, Posting and Transfer

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of seven (7) business days on the website and on employee information boards. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Relevant knowledge, skills and abilities
- Job performance
- Years of service in the group

Qualification testing may be administered. If all applicants meet the selection criteria, the most senior applicant will be awarded the position.

Procedure:

1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

Reduction in Workforce

Whenever the District determines that a reduction in staff is necessary, the following layoff procedures will be applied:

1. Certain job positions will be identified for reduction.
2. An employee whose job position is identified for reduction must post for any job vacancy in which he/she is qualified and will not be given priority consideration for such position over any present District employee that is posting for the position but will be given priority over non-group candidates.
3. In the event there are no vacancies for which the employee can apply, or in the event the employee was not selected, the employee will be laid off.
4. If the employee has not posted and received a position within one (1) year from date of layoff, his/her layoff status will cease and the employee will be considered terminated.

Salary Proposal Effective 7/1/13

Teachers - $1100 lump sum per FTE. Lane, no step.

Secretaries – 2.07% across the board. No step.

Service – 2.07% across the board, with the following exceptions: $23.33 for Operational Relief Worker; $3,000 for Maintenance Service Worker's Electrical.

Carpenters and Painters – increase of $2.98/hr for Carpenters and $1.26/hr for Painters. No step or lane.

Educational Assistants - $0.75/hr across the board and increase of 2.07%. No step.

Interpreters – 2.07% across the board. Employees who have National Interpreters Certification will receive step 5.

Substitute Teachers – 2.07% increase across the levels.

Salary Proposal Effective 7/1/2014

CPI for all groups, no step or lane, as applicable.

Library clerical will be moved to salary grade 2.