

**AGREEMENT**

**Between**

**THE SCHOOL DISTRICT OF WAUKESHA  
Waukesha, WI**

**And**

**WAUKESHA SCHOOL DISTRICT EMPLOYEES UNION  
Local 2485**

**Affiliated With  
DISTRICT COUNCIL 40**

**of the**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO**

**EDUCATIONAL ASSISTANTS**

**Effective: July 1, 2010**

**Expires: June 30, 2013**

**10.26.2010**

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## AGREEMENT

This Agreement is made and entered into and to be effective July 1, 2010, by and between the School District of Waukesha, hereinafter referred to as the "Employer", and the Waukesha School District Employee's Union Local 2485, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", for the purpose of maintaining harmonious labor relations, maintaining a uniform scale of wages, working conditions and hours among the employees, members of the Union, and facilitating a peaceful adjustment of all grievances and disputes which may arise between the Employer and the employees.

### ARTICLE I

#### MANAGEMENT RIGHTS RESERVED

- 1.01 Rights: The Union recognizes that all rights, duties, powers, authorities and prerogatives which the Board had prior to entering into this Agreement are retained by the Board except as those rights, duties, powers, authorities and prerogatives are specifically limited by the provisions of this Agreement. The failure to enumerate such reserved rights, duties, powers, authorities and prerogatives shall not be construed as a waiver of the same.
- 1.02 Exercise of Rights: None of the rights, duties, powers, authorities and prerogatives reserved to management pursuant to Section 1.01 shall be construed of exercised in a manner which would divest the Union or any employees of rights or benefits enumerated elsewhere in this Agreement or conferred by statute. It is understood by the parties that reference to the statutes in this Section shall not make said statutes subject to the grievance procedure.

### ARTICLE II

#### RECOGNITION AND BARGAINING UNIT

- 2.01 Bargaining Unit: The employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full time and regular part time educational assistants working ten (10) hours per week or more in the School District of Waukesha, excluding supervisors, confidential employees, and temporary employees, and all other employees of the Employer, for the purpose of negotiations on matters concerning wages, hours, and working conditions in accordance with Section 111.70 of the Wisconsin Statutes, as certified by the Wisconsin Employment Relations Commission under date of June 15, 1976, Decision No. 14649.
- 2.02 All noon hour supervision hours worked by bargaining unit employees will be counted under all applicable provisions of the labor agreement, effective July 1, 1986, except that noon hour supervision hours worked by bargaining unit members shall not be counted for purposes of determining eligibility for hospital and medical insurance until September 1, 1987.
- 2.03 Authority of the Board: The Union recognizes the Board as the duly elected representative of the people of the School District and as the exclusive bargaining agent for the District. The Union further agrees that it will negotiate with the Board only through the agents duly authorized by the Board.

### ARTICLE III

#### UNION ACTIVITY

- 3.01 Union Business: The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, nor to prevent certain routine, reasonable business, such as the posting of Union notices and bulletins. The Union agrees that the exercise of this opportunity to conduct

limited Union activity during working hours shall not be detrimental to the performance of duty by any employee nor shall it be disruptive to the operation of the District.

- 3.02 Grievances and Negotiations: The Employer hereby agrees that time spent in the presentation of grievances and in negotiations during regular working hours shall not be deducted from the pay of delegated employee representatives of the Union. Negotiations will not normally be conducted during working time. Grievances will not normally be administered during times when students are present.
- 3.03 Convention Delegates: A member of the Union who is called upon to serve as a delegate or representative of the Union for conventions, conferences, or in any elected capacity, shall be granted leave time necessary without pay not to exceed three (3) days per calendar year. No more than three (3) employees shall be granted such leave in any calendar year.
- 3.04 No Discrimination: The Board and the Union agree that neither the Board nor the Union nor any representative of the Board or the Union will coerce, intimidate, or discriminate against any employee for their membership or non-membership in the Union or for their participation or failure to participate in any Union activity.

## ARTICLE IV

### FAIR SHARE AGREEMENT

- 4.01 Representation: The Union, as the exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both Union and non-Union, fairly and equally; and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this Article.
- 4.02 Membership: No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied membership on the basis of race, creed, color, sex, handicap, age, or national origin.
- 4.03 Payroll Deduction - Employees Covered: The Employer shall deduct each month an amount, certified by the Treasurer of Local 2485 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit, subject to the provisions of subsections (1) and (2) below. With respect to newly hired employees, such deduction shall commence on the month following the completion of the ninety (90) day probationary period.
- A. Present Employees: With respect to employees hired prior to January 1, 1981, such deductions shall be made on behalf of only those employees who were members of the Union on January 1, 1981. Should any employees hired prior to January 1, 1981, subsequently join the Union voluntarily, they shall be subject to the provisions of the fair share agreement thereafter.
- B. Thereafter, all employees under this agreement shall be subject to the provision of the fair share agreement.
- 4.04 Administration: The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 2485 or his/her designee within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of Local 2485 at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amount to the Union under the provisions of this Article on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
- 4.05 Inadvertence or Error: If through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due or owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative or his/her designee.

- 4.06 Indemnification: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this modified fair share agreement.

The Union shall provide employees who are not members of the Union with an internal mechanism, consistent with any prevailing laws or statutes, which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Union.

- 4.07 Dues Deduction: In the event that the fair share agreement becomes invalid the Employer agrees to deduct each month, dues from those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be forwarded to the Treasurer of Local 2485 or his/her designee, along with an itemized statement of the employees from whom such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Union at least thirty (30) days prior to the effective date of such change.

## ARTICLE V

### DEFINITION OF EMPLOYEES

- 5.01 Full-Time Employees: Full-time employees are hereby defined as those employees regularly scheduled to work at least seven (7) hours per day during those periods when school is in session.
- 5.02 Part-Time Employees: Part-time employees are hereby defined as those employees regularly scheduled to work at least two (2) hours per day, but less than seven (7) hours per day, during those periods when school is in session.
- 5.03 Temporary Employees: Temporary employees are hereby defined as those employees hired for a specific project (not to exceed ninety (90) days) and who shall be separated from the payroll at the end of such period or project. Temporary employees are not covered by the terms and conditions set forth in this Agreement.

## ARTICLE VI

### PROBATIONARY PERIOD

- 6.01 Length of Probation: All newly hired Assistants shall be considered probationary employees for the first ninety (90) work days of employment.
- 6.02 Termination: A probationary Aide may be terminated without recourse to the grievance procedure.
- 6.03 Completion of Probation: Continued employment beyond the probationary period shall be evidence of satisfactory completion of probation.
- 6.04 Fringe Benefits: Probationary Assistants shall be eligible for all fringe benefits on the same basis as other Assistants.

## ARTICLE VII

### WORK DAY AND WORK WEEK

- 7.01 Work Day: The work day for Assistants covered by this Agreement shall be assigned by the Administration and shall consist of not more than eight (8) hours exclusive of the Aide's lunch period.
- 7.02 Work Week: The work week for Assistants covered by this Agreement shall consist of not more than forty (40) hours except as provided under 7.04.

- 7.03 Employees who work four (4) or more consecutive hours, and whose schedule spans the hours of 11:00 a.m. to 1:00 p.m., shall be allowed upon request, to take a one-half (1/2) hour unpaid lunch period.
- 7.04 Saturday Sessions: In instances when school is in session on a Saturday, the work week may be extended to up to forty-eight (48) hours.
- 7.05 Employees who work four (4) or more hours shall be allowed a fifteen (15) minute coffee break. The 30 minute duty free lunch break shall not cause an employee to forfeit the 15 minute coffee break.

## ARTICLE VIII

### OVERTIME AND HOLIDAY PAY

- 8.01 Daily and Weekly: Assistants shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- 8.02 Sundays: Time worked on a Sunday shall be paid for at the rate of one and one-half (1-1/2) times the employees regular rate of pay.
- 8.03 Holidays: Time worked on a holiday shall be paid for at the rate of one and one-half (1-1/2) times the employees regular rate of pay, in addition to payment for the holiday.
- 8.04 Computation: For the purpose of computing overtime, all hours paid for shall be considered hours worked.
- 8.05 Compensatory Time: In lieu of cash payment for overtime worked, the Administration may assign compensatory time off. Compensatory time off shall be computed at the rate of one and one-half (1-1/2) hours off for each overtime hour worked.

## ARTICLE IX

### EXTENDED WORKTIME

- 9.01 Extended Work Time: Assistants may be assigned a temporary extension of time. Assistants working for such extended time shall be paid at their regular rate of pay except as provided in Article VII of this agreement.

## ARTICLE X

### WAGES

- 10.01 Job Classifications and Wage Rates: The classification and salary plan shall be made a part of this Agreement, and is attached hereto as Appendix A.
- 10.02 Pay Period: Payment of salaries for regular payroll shall be made in twenty-six (26) equal payments. The pay dates, based on the start of the fiscal year (July 1, 1998), are biweekly and the pay days shall be Wednesday. If a payday falls on a holiday, the payday shall normally be the date prior to the holiday. Information concerning the rate of pay, hours worked, overtime worked, and deductions made shall be available in the business office.
- 10.03 Certification Fee: The Employer shall pay the certification and renewal fees for all Assistants serving in classes where certification is required. Certification fees shall be reimbursed upon verification within thirty (30) calendar days of receipt of license in the Human Resources Office.
- 10.04 Longevity Pay: In addition to the rates of pay set forth in Appendix A, employees who work seven (7) or more hours per day shall be entitled to receive longevity pay based on their anniversary dates of employment as set forth below. Only years of full-time employment (i.e., years in which the employee was

regularly scheduled to work seven (7) or more hours per day) shall be counted in determining eligibility for longevity pay, but all such years, whether consecutive or not, shall be counted. The schedule of longevity payments shall be as follows:

A. Effective July 1, 1978:

- After 5 years of employment - \$10.00 per month
- After 10 years of employment - \$15.00 per month
- After 15 years of employment - \$20.00 per month
- After 20 years of employment - \$25.00 per month

**ARTICLE XI**

**INSURANCE AND RETIREMENT**

11.01 Hospital and Medical Insurance: Effective July 1, 2010 employees are enrolled in the United Healthcare Choice Plus Plan. Details of the plan are outlined in Appendix D.

A. Full-Time Employees:

Beginning with the 2003-04 school year, employees participating in the health insurance coverage, Option D, will contribute thirty-five dollars (\$35.00) per month toward the health insurance premium for either a family or single plan. Beginning January 1, 2012 employees participating in the health insurance coverage and having met the requirements for the Wellness Plan (as specified under 11.07) participation shall contribute three percent (3%) per month of the applicable health insurance premium. If the employee has not met the requirements for participation in the Wellness Plan the premium share shall be six percent (6%). Beginning January 1, 2013 employees participating in the health insurance coverage and having met the requirements for the Wellness Plan participation shall contribute five percent (5%) per month of the applicable health insurance premium. If the employee has not met the requirements for participation in the Wellness Plan the premium share shall be ten percent (10%).

Such payment shall be made during the months of employment (i.e., the months of September through June), and a salary deduction shall be made during the months of employment (September through June) to cover the cost of insurance premiums during the months that said employees do not work.

B. Part-Time Employees: Part-time employees who work more than four (4) hours per day but less than seven (7) hours per day may participate in the Group Health Insurance Plan. The Employer and the employee shall share the cost of the Health Insurance premium on a pro-rated basis, based on the average hours worked at the end of each semester for use during the following semester. For new employees, the pro-rated shares shall be based on the employee's scheduled hours. Part-time employees who work four (4) hours per day or less shall not be eligible to participate in the Group Health Insurance Plan. Employees not eligible due to the number of hours worked initially will become eligible for the next semester following accrual of an average of hours worked of more than four (4).

C. Change in Carriers: The Employer may change health insurance carriers so long as substantially equivalent coverage is provided. The Union shall be notified in advance of any contemplated change in carriers and be permitted to present its views.

Beginning July 1, 2006 a 3-tier drug card (5/15/30) will be effective.

Beginning July 1, 2006 the lifetime maximum will change from \$1 million to \$2 million.

- 11.02 Continuation of Coverage: The Group Health Insurance Plan shall be continued for employees who are otherwise eligible for such coverage but who are not on the active payroll under the following circumstances:
- A. Medical Leave: The Employer shall continue to pay the premium for any eligible employee who has exhausted his/her sick leave and is on a leave of absence pursuant to Section 13.08 herein for a period of up to six (6) months. If the leave of absence extends beyond six (6) months, the employee may elect to continue coverage at his/her own expense for the duration of the leave, and must make the premium payments in advance to the Business Office.
  - B. Retired Employees: An employee who retires at age fifty-five (55) or older and who has been employed fifteen (15) or more years may continue coverage as part of the group by paying the full year's premium by September 15. The employee must fill in a new card.
- 11.03 Life Insurance: Group Term Life Insurance in an amount equal to one hundred fifty percent (150%) of the employee's annual income rounded to the next highest one thousand dollars shall be provided for each employee in the bargaining unit who is regularly scheduled to work seven (7) or more hours per day. The employer shall pay up to twenty five cents (\$.25) per month per one thousand dollars of coverage. Such payments shall be made during the months of employment (i.e., the months of September through June), and a salary deduction shall be made to cover the cost of insurance premiums during the months that said employees are not employed. In the event that the monthly premiums for life insurance increase during the 2007-08, and/or the 2008-09 and/or the 2009-10 school years, the dollar amount specified above shall be amended to reflect the actual cost of the life insurance coverage.
- 11.04 Wisconsin Retirement Fund: Employees shall be covered by the Wisconsin Retirement Fund when eligible under the rules and regulations of said fund. The Employer shall pay to the Wisconsin Retirement Fund the Employer's share as required by statute, and in addition shall pay the full employee's share of contribution to such fund.
- 11.05 Option Plan: In lieu of health insurance, Teacher Aide employees who are enrolled in the District's health insurance program as of June 30, 1995, and employees hired after July 1 who work seven (7) or more hours, may participate in the District's Option Plan that includes a tax sheltered annuity. The total contribution is limited to the cost of a single Premium Health Insurance Plan. When the employee is eligible to be covered by the District's health insurance plan through another person employed by the School District of Waukesha, the employee(s) shall not access the Option Plan in lieu of health insurance.
- 11.06 Effective January 1, 2008, educational assistants working for (4) or more hours per day shall be allowed participation in the Ameritas Group (policy # \_\_\_\_\_) dental program, during the term of this agreement. Employees may choose either family or single coverage or may elect not to participate in the program. Participating employees shall be responsible to pay the full premium of the dental plan selected. Educational assistants shall be allowed an annual open enrollment period at which time they shall be afforded the right to change their selection (family or single) or whether or not they wish to participate in the succeeding year. This shall not be cited by either the District or Union as a comparable to any other represented groups of the District.
- 11.07 Wellness Program. Participation in the Employee Wellness Program means that the employee shall complete an annual health risk assessment and biometric screening, to be conducted by a health care provider of the District's choosing. The program is voluntary, however, if the employee does not participate in any given year, the employee is subject to the higher premium share for health insurance. If, in any given year the District does not conduct the assessment/screening, the employee will be considered compliant with the program for the lower insurance premium shares.

The health risk assessment consists of a survey to be completed online. The biometric screening consists of body composition, blood pressure, height and weight, as well as a blood draw that will test for lipid profile (cholesterol and triglycerides) and glucose/blood sugar. The employer never receives individual results; aggregate results only are provided. The cost of the annual screening, when conducted by a health care provider chosen by the District, is borne by the District.

Employees may utilize their personal medical provider to conduct the testing within a prescribed time frame. In such event, the costs associated with the use of an employee's personal medical provider shall be subject to the terms and conditions of the employee's health insurance plan and the employee shall be responsible for any costs associated with the use of the employee's personal medical provider

## **ARTICLE XII**

### **HOLIDAYS**

- 12.01 Holidays Granted: All employees covered by this Agreement shall be granted New Year's Day, Labor Day, Good Friday, Memorial Day, Thanksgiving and the day after Thanksgiving is included as a holiday. If the school year changes as to begin after Labor Day, another day during the school year will be substituted for the Labor Day holiday.
- 12.02 Holiday Pay: Holiday pay shall be computed by multiplying the employee's straight time hourly rate times the average number of hours worked per day by said employee.

## **ARTICLE XIII**

### **SICK LEAVE**

- 13.01 Accumulation: Employees who are regularly scheduled to work more than four (4) hours per day shall accrue paid sick leave at the rate of one (1) day per month of employment, to a maximum of nine (9) days per school year and a total maximum of seventy-five (75) days.
- 13.02 Sick Leave Pay: A sick leave day shall be computed by multiplying the employee's hourly rate times the average number of hours worked per day by said employee. In the event that an employee's schedule of hours per day is increased or decreased, the sick leave accumulation of said employee shall be recomputed in accordance with the following example:  
Example: An employee who formerly worked five (5) hours per day and had accumulated ten (10) days of sick leave would be credited with fifty (50) hours of accumulated sick leave. If the schedule of said employee is increased to seven (7) hours per day, the sick leave accumulation would be recomputed as follows:  
50 hours divided by 7 hours = 7.14 days  
  
Rounded to the nearest whole day, said employee would be credited with seven (7) days of sick leave to be paid at the rate of seven (7) hours per day.
- 13.03 No Advance Credit: Sick leave shall not be used until it has been accrued.
- 13.04 Use of Sick Leave: Each employee who has accrued sick leave credit shall be eligible to use sick leave up to the extent of his/her accumulation for any period of absence from employment which is due to personal illness, personal injury, exposure to a contagious disease, or attendance upon members of the immediate family (defined as husband, wife, children, parents, or other persons living in the employee's household) when such attendance is accompanied by hospitalization and/or a doctor's care. Use for other than the employee's personal illness or injury is limited to five (5) days per year.
- 13.05 Holiday During Sick Leave: In the event that a paid holiday falls within the week or weeks when an employee is on sick leave, such holiday will be charged as a paid holiday, and not deducted from the employee's accrued sick leave.
- 13.06 Approved Leave: Previously accumulated sick leave shall not be terminated by absence on approved leave.
- 13.07 Lay-Off: Whenever any employee is laid off, any accumulated sick leave shall continue in effect if said employee is rehired.

- 13.08 Medical Leave: An employee who is absent from employment due to personal illness or injury beyond his/her paid sick leave accumulation shall be granted an unpaid medical leave of absence for a period not to exceed three (3) months to permit complete recovery from such illness or injury. The period of medical leave shall be renewable to a maximum of one (1) year if the nature of the employee's illness or injury warrants such renewal.
- 13.09 Sick Leave List: The Employer shall furnish annually, on or about January 1st, a list stating the accumulated sick leave of each employee. A copy of said list shall be forwarded to the Secretary of the Union.
- 13.10 Personal Leave Day: Employees working an average of five (5) or more hours per day shall be allowed up to one (1) personal leave day per year to conduct personal business. Such personal leave day shall be non-cumulative and shall be deducted from the employee's sick leave accumulation. Personal business shall include business activity that cannot be conducted outside the normal work day and shall not include recreational activity. The employee's personal day request will normally be accepted with a statement of basic purpose but without detailed information. Requests for personal leave shall be made to the Executive Director of Human Resources, or his/her designee, at least forty-eight (48) hours in advance of the leave whenever possible.

#### **ARTICLE XIV**

##### **FUNERAL LEAVE**

- 14.01 Length of Leave: In the event of the death of a member of an employee's immediate family, a maximum of three (3) days leave of absence with pay shall be granted.
- 14.02 Immediate Family Defined: Immediate family is described as husband, wife, children, parents, grandparents, brothers, and sisters of the employee or his/her spouse, or any person living in the employee's household.
- 14.03 Pallbearer: In the event that an employee is called upon to serve as a pallbearer in any funeral or to serve in a military funeral, necessary time up to one (1) full day of leave shall be granted.
- 14.04 Not Chargeable to Other Leave: Leave time granted under this Article shall not be charged to earned sick leave or vacation credits.
- 14.05 Extended Leave: If extended bereavement leave is needed, it may be granted upon the approval of the Executive Director of Human Resources. These additional bereavement leave days will be deducted from accumulated sick leave days.

#### **ARTICLE XV**

##### **JURY DUTY-WITNESS SERVICE**

- 15.01 Any employee subpoenaed for jury duty or as a witness shall be paid at his/her regular wages and shall turn over to the school business manager any monies, excluding mileage allowance, he shall receive as a result of such jury or witness service. This section shall only apply in cases where the jury duty or witness fees, excluding the mileage allowance, are less than the employee's regular earnings for the day or days involved.

#### **ARTICLE XVI**

##### **LEAVE OF ABSENCE**

- 16.01 Application: Any employee who wishes to absent himself from his/her employment for any reason not specifically provided for in this Agreement must make application for a non-paid leave of absence from the

Employer. All requests for leave of absence shall be made in writing at least ten (10) work days prior to the start thereof. In the event of emergency conditions, shorter notice will normally be accepted.

- 16.02 Employer Determination: The Employer shall determine whether or not justifiable reason exists for granting a leave of absence.

## ARTICLE XVII

### SENIORITY

- 17.01 Policy: It shall be the policy of the Employer to recognize seniority as provided in other Articles of this Agreement.
- 17.02 Definition: The date that a regular full-time or regular part-time employee is employed or re-employed in a bargaining unit position shall become his/her seniority date. Employees shall not be considered "re-employed" when they return to work following normal school vacation periods.
- 17.03 Computations: The seniority date shall be used in all computations involving length of service in other articles of this Agreement.
- A. Exception: The only exception to Section 17.03 above is that wage schedule credit may be given at the Employer's discretion for previous employment with the Employer placing a re-employed person on the salary schedule.
- 17.04 Period of Approved Leave: The seniority rights of an employee shall continue to accumulate during period of approved leave provided for in other sections of this Agreement.
- 17.05 Effect of Layoff: In the event of a layoff, an employee's seniority shall not be diminished if said employee is rehired within one (1) year of the date of layoff.
- 17.06 Seniority List: The Employer shall furnish annually, on or about January 1st, a list of the seniority dates of all employees within the bargaining unit. Copies of said list shall be forwarded to the president and secretary of the Union.
- 17.07 Recognition of Previous School District Service.

Re-employment Within the Teacher Aide Unit (Bridging of Service): In the case of re-employment within the teacher aide unit, the employee will be credited with all previous service after his/her present period of re-employment reaches two (2) years of continuous service.

## ARTICLE XVIII

### JOB POSTING

- 18.01 Posting Procedure: Whenever any vacancy which involves more than four (4) hours per day occurs due to the retirement or termination of the incumbent employee, the creation of a new position, or for whatever reason, such job vacancy shall be made known to all employees through job posting.
- A. Notification: Notices of job vacancies shall be posted in convenient locations in each school for a period of five (5) workdays. Until the District implements a voice mail notification system, employees may file a written request with the Human Resources Office to be notified of new or vacant positions that might occur during periods when said employees do not normally work (i.e., school vacation periods), and the Human Resources Office shall notify said employees when any such vacancies do occur.
- B. Posted Information: The job posting shall set forth the job title, work location, shift, rate of pay, and a brief description of the job requirements and qualifications desired. Employees wishing to

apply for the posted position shall make written application to the Human Resources Office within the five (5) work day posting period.

- 18.02 Selection: In filling the vacancy, the Employer shall consider applications from employees of the District, as well as applications from persons not currently employed. The Employer agrees to give due weight to the qualifications, attainments, and length of service of current employees applying for the position, and shall whenever feasible select from among that group. Disputes arising under the operation of this section shall be handled in accordance with the grievance procedure specified in Section 23.01 herein.
- 18.03 Probationary Period: Current employees selected to fill job vacancies shall serve sixty (60) day probationary period in the new job. If during this sixty (60) day period, the selected employee fails to make satisfactory progress to qualify for the new job, or if the employee prefers to return to his/her previous job, he may do so prior to the expiration of said sixty (60) day period, and all other affected employees shall likewise return to positions previously held.
- 18.04 Union Notification: A copy of each job posting shall be forwarded to the President of Local 2485. The Employer shall notify the president of the Union in writing when an applicant is selected to fill a vacant or new position pursuant to the job posting procedure. In the event that a new employee is hired to fill the vacancy, the Employer shall provide written notification to the president of the Union.
- 18.05 Vacancies Consisting of Four (4) Hours or Less: Job vacancies consisting of four (4) hours or less shall not be subject to the posting procedure. Employees interested in a transfer to such positions will be considered for such transfers, however, provided that they file a written request with the Human Resources Office. Such request shall include the type of position, number of hours desired, and any other information that will assist the Administration in accommodating the employee.
- 18.06 Noon Hour Supervision Assignments: Bargaining unit members who currently have noon hour supervision assignments shall be given the first opportunity to return to such assignments for each succeeding school year. In the event openings for noon hour supervision positions occur, available bargaining unit members within that school building shall be given the opportunity to receive the open assignment. The District will not be required to post any such available position, however, but may simply notify available bargaining unit members. Where more than one available bargaining unit member is interested in the position, the opening shall be filled on the basis of seniority. In the event that bargaining unit members within the building do not fill the available positions, the District may hire non-bargaining unit members.
- 18.07 When involuntary transfers are necessary, volunteers will be sought first. If an involuntary transfer occurs, the quality of performance and length of service will be considered in determining which employee shall be transferred. No involuntary transfers will be made in an arbitrary and capricious manner.

## ARTICLE XIX

### LAYOFF AND RECALL

- 19.01 Layoff Procedure: In the event that a reduction in personnel becomes necessary, the employee in the affected job classification (as listed under the pay categories set forth in Appendix C herein) with the least district-wide seniority shall be the first person laid-off, irrespective of building assignment, provided that the remaining employees are capable and qualified of performing the work.
- 19.02 Recall Procedure: The last employee laid-off in a job classification shall be the first employee recalled to work, provided that said employee is qualified and capable of performing the work that becomes available in that job classification.
- 19.03 Temporary and Probationary Employees: All temporary and probationary employees shall be laid off prior to the layoff of any regular employees.

## ARTICLE XX

### RE-EMPLOYMENT NOTICE-OFFICIAL FILES

- 20.01 Re-employment Notice: The Employer shall give notice by June 1 to employees who will be returning to work for the following school term. It is understood that in some cases it will not be possible to give such notice until after school has started in the fall.
- 20.02 Official Files: An employee shall have the right, within a reasonable period of time, to inspect material that is a part of said employee's official files.

## ARTICLE XXI

### SEVERANCE BENEFIT

- 21.01 Payable Upon Retirement or Disability: An employee who terminates employment with the district due to retirement or total disability shall be entitled to receive a severance benefit of one hundred dollars (\$100.00), provided that said employee has been employed by the district for at least five (5) years. An employee who has been employed by the district for at least ten (10) years shall be entitled to receive a severance benefit of two hundred dollars (\$200.00) upon termination for one of the reasons set forth above.

Effective July 1, 1978, an employee who has been employed by the district for ten (10) years or more shall be entitled to receive a severance benefit of two hundred dollars (\$200.00) plus an additional ten dollars (\$10.00) for each year of service in excess of ten (10) years, upon termination for one of the reasons set forth above.

- 21.02 Payable Upon Death: In the event of the death of an employee, the severance benefit shall be paid to his/her estate, based upon the service requirement set forth in Section 21.01 above.
- 21.03 Full-Time Service Only: Only years of full-time employment (i.e., years in which the employee was regularly scheduled to work seven (7) or more hours per day) shall be counted in determining eligibility for the severance benefit, but all such years, whether consecutive or not, shall be counted.

## ARTICLE XXII

### RULES, REGULATIONS, AND DISCIPLINE

- 22.01 Rules and Regulations: The Union recognizes that the Board may adopt reasonable work rules and regulations governing the conduct, performance, and safety of employees covered by this Agreement.
- 22.02 Discipline: The Board may reprimand, suspend, discharge, or otherwise discipline employees for proper cause. Copies of any written notice of reprimand, suspension, discharge, or other form of disciplinary action shall be furnished to the Union, subject to the approval of the employee. Should any disciplinary action taken by the Board be found to be unjustified, the employee or employees involved shall be reimbursed any wages and benefits lost as a result of such disciplinary action.

## ARTICLE XXIII

### GRIEVANCE PROCEDURE

- 23.01 Definition and Procedure: A grievance shall be defined as an alleged violation of a specific article or section of this Agreement. Prior to filing a grievance in writing, employees and supervisors are encouraged to discuss concerns in an attempt to resolve the matter in question. Such grievances between the Employer and the Union shall be handled as follows:

**STEP 1**: The aggrieved employee, the Union Committee and/or the Union representatives shall present the grievance in writing to the department head or building principal within thirty (30) calendar days of the

occurrence of the grievance. A meeting shall be held within five (5) working days of the receipt of the written request from either party.

**STEP 2:** If a satisfactory settlement is not reached as outlined in Step 1, the matter may be appealed to the Superintendent of Schools or designee. Such appeal shall be made within ten (10) working days of the response in Step 1. The Superintendent shall extend a response in writing within ten (10) working days.

**STEP 3:** If a satisfactory settlement is not reached as outlined in Step 2, either party may request, in writing, within fifteen (15) working days of the response in Step 2 that the matter be submitted to a Grievance Mediator who will be a member of the staff of the Wisconsin Employment Relations Commission. The parties shall attempt to designate a specific member of the staff to serve as grievance mediator for all grievances occurring during the term of the Agreement. The WERC Grievance Mediator will hold an informal mediation session of any dispute at this Step and attempt to mediate a resolution of the Grievance, and make an ad hoc fact finder's recommendation for resolving the grievance in writing within ten (10) working days of the mediation meeting. The parties shall have ten (10) working days of receipt of the written recommendation to accept or reject the Grievance Mediator's written recommendation. The grievance shall be resolved on the basis of the Grievance Mediator's written recommendation, and the same shall be considered final and binding unless one or both parties appeal to Step 4.

**STEP 4:** If satisfactory settlement is not reached as outlined in Step 3, either party may request that the matter be submitted to arbitration. Such requests shall occur within fifteen (15) working days of the last date for a response in Step 3, above. Within five (5) working days of being notified of the request to proceed to arbitration, the parties shall use their best efforts to select a mutually agreeable arbitrator from the staff of the Wisconsin Employment Relations Commission. If agreement cannot be reached within five (5) working days, the moving party shall promptly request that the arbitrator shall be appointed by the Wisconsin Employment Relations Commission from its staff. The arbitrator shall not be the same staff member who acted as Grievance Mediator in Step 3. The arbitrator shall make a decision which shall be final and binding on the parties.

- 23.02 **Time Limits:** The time limits mentioned in Section 23.01 above may be extended by mutual consent of parties involved. In the event that the grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided to pursue the grievance to all levels of appeals due to summer vacation, then said grievance shall be resolved in the new school term in September under the terms of the agreement in effect at the time the grievance was initiated.
- 23.03 **Costs:** The cost of the arbitrator and any other expenses shall be shared equally by the Employer and the Union.
- 23.04 **Grievance Mediation:** In the event that Step 3 in Section 23.01 is not available, then the parties agree to examine other options in order to facilitate a resolution of grievances prior to the arbitration stage.
- 23.05 **Complaints:** Nothing in this Article shall result in precluding any employee from presenting legitimate concerns regarding working conditions not covered by this Agreement. In the event of such a complaint, the employee shall have recourse to the grievance procedure through Step 2. In those cases where the Executive Director of Business Affairs is involved at Step 1 as the Business Office Department Head, the Executive Director of Human Resources shall consider the appeal at Step 2.

## **ARTICLE XXIV**

### **SEPARABILITY**

- 24.01 **Separability:** Should any provisions of this Agreement be found to be in violation of any law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.
- 24.02 **Negotiations:** The parties shall immediately confer and negotiate following such decision to find a satisfactory solution to the issue in violation of the law.

## ARTICLE XXV

### NON-DISCRIMINATION

- 25.01 The parties agree that there shall be no discrimination with respect to any employee because of age, sex, race, creed, color, handicap, or national origin.
- 25.02 Pronouns: It is understood by the parties that masculine pronouns have been used in this Agreement for the sake of convenience, and that the terms and conditions of employment set forth herein are intended to apply equally in all respect to all employees regardless of sex.

## ARTICLE XXVI

### RELATED SERVICES

- 26.01 In the event the District is required to provide a related service which is a delegated nursing procedure, the District will seek volunteers from bargaining unit members in the building. The District shall ensure each employee is adequately trained to perform the duties as certified by a qualified health professional. If the District determines that it is impractical to assign the duty to the volunteer, or there are no volunteers, the bargaining unit member in the class or program in which the student is enrolled shall be assigned the procedure. In the event the bargaining unit member assigned is either unwilling or unable to perform the procedure:
- A. Bargaining unit members hired on or after March 1, 1991 or those previously performing the procedure(s) may be disciplined by the District up to and including immediate discharge;
- B. Bargaining unit members other than those referred to in paragraph (A) above may have their hours reduced to the extent the District assigns the procedures to another person.

The District may in its discretion not reduce the bargaining unit members hours and may assign alternate duties. The District may hire a new employee or assign a bargaining unit member who has previously performed the procedure(s).

## ARTICLE XXVII

### SAFETY COMMITTEE

- 27.01 Committee: A safety committee shall be established and mutually agreed upon number of representatives of the Union shall serve on said committee.
- 27.02 Function: The safety committee shall meet periodically to review and report on the safety of equipment, facilities and working conditions. It shall be the responsibility of the safety committee to make recommendations through the Administration to the Board of Education for action necessary to promote safe working conditions.

## ARTICLE XXVIII

### ENTIRE AGREEMENT

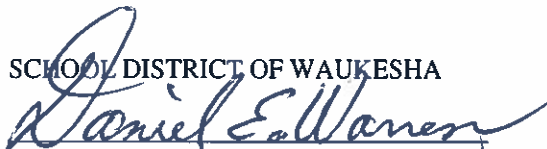

- 28.01 Entire Agreement: This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and signed by both parties.
- 28.02 No Further Negotiations: The parties further acknowledge that during negotiations which resulted in this Agreement, the parties had the opportunity to present proposals and that they agree that negotiations will not be reopened on any items whether contained herein or not, except as may be provided by other sections of this Agreement.


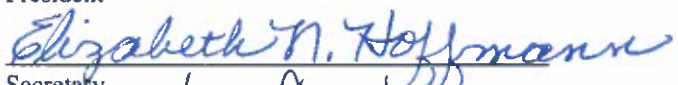

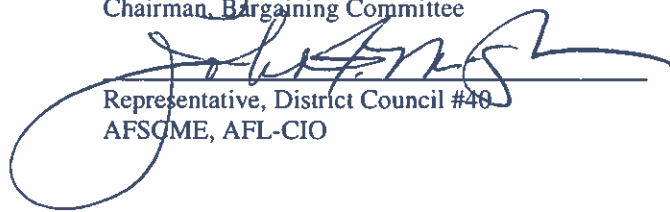
ARTICLE XXIX

**TERMINATION OR AMENDMENT OF AGREEMENT**

- 29.01 **Reopening Date:** Either party may terminate or request amendment to this Agreement at 11:59 p.m. on June 30, 2013 by notifying the other party in writing at least seventy-five (75) days prior to June 30, 2013. The written notification will contain the negotiation demands of the re-opening party. Within forty-five (45) days after receipt of such notice, the two parties shall commence collective bargaining in respect to a new Agreement or amendment to the existing Agreement.
- 29.02 **Continuation:** If no such notice of termination or amendment is given, the Agreement shall automatically continue in full force and effect after the above time and date until terminated by seventy-five (75) days written notice by either party.
- 29.03 **Duration:** This Agreement shall be effective as of July 1, 2010 and shall remain in full force and effect up to and including June 30, 2013.

Signed this 26 day of October, 2010.

SCHOOL DISTRICT OF WAUKESHA  
  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Clerk

SCHOOL DISTRICT OF WAUKESHA  
EMPLOYEES UNION, LOCAL 2485  
AFSCME, AFL-CIO  
  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary  
  
\_\_\_\_\_  
Chairman, Bargaining Committee  
  
\_\_\_\_\_  
Representative, District Council #40  
AFSCME, AFL-CIO

**APPENDIX A**

**ASSISTANTS HOURLY WAGE RATE  
WAGE AND CLASSIFICATION SCHEDULE**

**Effective July 1, 2010 through December 31, 2010**

Wage Increase 0.00%

|  | <b>Start</b> | <b>After One Year</b> | <b>After Two Years</b> |
|--|--------------|-----------------------|------------------------|
| Range I                                | \$ 12.45     | \$ 13.07              | \$ 13.57               |
| Range II                               | \$ 13.07     | \$ 13.57              | \$ 14.16               |
| Range III                              | \$ 13.57     | \$ 14.16              | \$ 14.73               |
| Range III E                            | \$ 14.46     | \$ 15.07              | \$ 15.63               |
| Range III H                            | \$ 18.96     | \$ 19.57              | \$ 20.13               |
| LD LPN                                 | \$ 14.19     | \$ 14.78              | \$ 15.36               |
|  |              |                       |                        |
| Noon Hour Supervisor / Breakfast Aides |              |                       | \$ 12.79               |

**Effective January 1, 2011 through June 30, 2011**

Wage Increase 1.25%

|  | <b>Start</b> | <b>After One Year</b> | <b>After Two Years</b> |
|--|--------------|-----------------------|------------------------|
| Range I                                | \$ 12.61     | \$ 13.23              | \$ 13.74               |
| Range II                               | \$ 13.23     | \$ 13.74              | \$ 14.34               |
| Range III                              | \$ 13.74     | \$ 14.34              | \$ 14.91               |
| Range III E                            | \$ 14.64     | \$ 15.26              | \$ 15.83               |
| Range III H                            | \$ 19.20     | \$ 19.81              | \$ 20.38               |
| LD LPN                                 | \$ 14.37     | \$ 14.96              | \$ 15.55               |
|  |              |                       |                        |
| Noon Hour Supervisor / Breakfast Aides |              |                       | \$ 12.95               |

**Effective July 1, 2011 through December 31, 2011**

Wage Increase 0.50%

|            | <b>Start</b> | <b>After One Year</b> | <b>After Two Years</b> |
|------------|--------------|-----------------------|------------------------|
| Range I    | \$ 12.67     | \$ 13.30              | \$ 13.81               |
| Range II   | \$ 13.30     | \$ 13.81              | \$ 14.41               |
| Range III  | \$ 13.81     | \$ 14.41              | \$ 14.98               |
| Range IIIE | \$ 14.71     | \$ 15.34              | \$ 15.91               |
| Range IIIH | \$ 19.30     | \$ 19.91              | \$ 20.48               |
| LD LPN     | \$ 14.44     | \$ 15.03              | \$ 15.63               |

Noon Hour Supervisor / Breakfast Aides \$ 13.01

**Effective January 1, 2012 through June 30, 2012**

Wage Increase 1.50%

|            | <b>Start</b> | <b>After One Year</b> | <b>After Two Years</b> |
|------------|--------------|-----------------------|------------------------|
| Range I    | \$ 12.86     | \$ 13.50              | \$ 14.02               |
| Range II   | \$ 13.50     | \$ 14.02              | \$ 14.63               |
| Range III  | \$ 14.02     | \$ 14.63              | \$ 15.20               |
| Range IIIE | \$ 14.93     | \$ 15.57              | \$ 16.15               |
| Range IIIH | \$ 19.59     | \$ 20.21              | \$ 20.79               |
| LD LPN     | \$ 14.66     | \$ 15.26              | \$ 15.86               |

Noon Hour Supervisor / Breakfast Aides \$ 13.21

**Effective July 1, 2012 through December 31, 2012**

Wage Increase 0.50%

|            | <b>Start</b> | <b>After One Year</b> | <b>After Two Years</b> |
|------------|--------------|-----------------------|------------------------|
| Range I    | \$ 12.92     | \$ 13.57              | \$ 14.09               |
| Range II   | \$ 13.57     | \$ 14.09              | \$ 14.70               |
| Range III  | \$ 14.09     | \$ 14.70              | \$ 15.28               |
| Range IIIE | \$ 15.00     | \$ 15.65              | \$ 16.23               |
| Range IIIH | \$ 19.69     | \$ 20.31              | \$ 20.89               |
| LD LPN     | \$ 14.73     | \$ 15.34              | \$ 15.94               |

Noon Hour Supervisor / Breakfast Aides \$ 13.28

**Effective January 1, 2013 through June 30, 2013**

Wage Increase 1.50%

|  | <b>Start</b> | <b>After One Year</b> | <b>After Two Years</b> |
|--|--------------|-----------------------|------------------------|
| Range I                                | \$ 13.11     | \$ 13.77              | \$ 14.30               |
| Range II                               | \$ 13.77     | \$ 14.30              | \$ 14.92               |
| Range III                              | \$ 14.30     | \$ 14.92              | \$ 15.51               |
| Range III E                            | \$ 15.23     | \$ 15.88              | \$ 16.47               |
| Range III H                            | \$ 19.99     | \$ 20.61              | \$ 21.20               |
| LD LPN                                 | \$ 14.95     | \$ 15.57              | \$ 16.18               |
| <br>                                   |              |                       |                        |
| Noon Hour Supervisor / Breakfast Aides |              |                       | \$ 13.48               |

Employees shall be placed on the step of the above schedule that is commensurate with their length of service with the District.

Employees shall receive step increases on their anniversary dates of employment until the top step is reached.

\* Assistants responsible for regular G-tube feeding, colostomy care, and glucose monitoring will receive an extra twenty five cents (\$.25) per hour for the 2001-2002 school year, and seventy five cents (\$.75) per hour effective July 1, 2002. Assistants providing catheterization will receive three dollars (\$3.00) per occurrence.

## **APPENDIX B**

### **JOB CLASSIFICATIONS WITHIN PAY RANGES**

#### **RANGE I - GENERAL ASSISTANTS**

1. Art Department Assistants
2. Bilingual Assistants
3. Foreign Language Assistants
4. Kindergarten Assistants
5. Kindergarten Readiness Assistants
6. Kindergarten Mainstreaming Assistants
7. Large Class Assistants
8. Reading Assistants (Elementary)
9. Science Assistants
10. Title I Assistants

#### **RANGE II**

1. Counselor/Attendance Assistants
2. Media Center Assistants

#### **RANGE III - SUPERVISORY ASSISTANTS**

1. Before School Playground Supervision Assistants
2. Cafeteria Assistants
3. Commons Assistants
4. Computer-Assistants (effective 07/01/04)
5. Hall Assistants
6. Night Caller
7. Reading Assistants (High School)
8. Special Education Assistants
9. Study Hall Assistants
10. Library Assistants

## **APPENDIX C**

### **JOB CLASSIFICATIONS FOR LAYOFF PURPOSES**

#### **RANGE I - GENERAL ASSISTANTS**

1. Art Assistants, Science Assistants and Foreign Language Assistants
2. Kindergarten, Kindergarten Readiness, Kindergarten Mainstreaming
3. Elementary Reading Assistants
4. Large Class Assistants
5. Bilingual Assistants
6. Title I Assistants

#### **RANGE II**

1. Media Assistants
2. Counselor/Attendance Assistants

#### **RANGE III-SUPERVISORY ASSISTANTS**

1. Cafeteria, Commons, Computer, Hall, Night Caller and Study Hall Assistants
2. Secondary Reading Assistants
3. Special Education Assistants
4. Before School Playground Supervisory Assistants
5. Library Assistants

## Appendix D



**Date These Benefits Become Effective:** 02/01/2010

**Benefit Period:** July through June

**Maximum Aggregate Benefit Per Covered Individual:** Unlimited

**Maximum Out of Pocket Limit (The Benefits that apply towards this limit are indicated below):**

**Network:** \$240 Individual; \$480 Family **Non-Network:** \$1,750 Individual; \$3,500 Family

| <b>Section 1</b>   |  |                                       |  |
|--|--|---------------------------------------|--|
| <i>All Covered Health Care Services Except Those Listed In Section 2</i> |  |                                       |  |
| <b>Services Received From</b>  | <b>Deductible You Pay</b>  | <b>Coinsurance You Pay</b>            |  |
| <b>Network</b>   | \$240 Individual<br>\$480 Family<br>(Applied to Max Out of Pocket)   | 0%<br>(Applied to Max Out of Pocket)  |  |
| <b>Non-Network</b>   | \$500 Individual<br>\$1000 Family<br>(Applied to Max Out of Pocket)  | 20%<br>(Applies to Max Out of Pocket) |  |
| <b>Section 2</b>   |  |                                       |  |
| <i>Exceptions To The Reimbursement Information In Section 1 Above</i>    |  |                                       |  |
| <b>Type of Service/Provider</b>  | <b>Deductible You Pay</b>  | <b>Coinsurance You Pay</b>            | <b>Your CoPayment</b>                            |
| <b>Office Visit (Network)</b>  | \$240 Individual<br>\$480 Family<br>(Applied to Max Out of Pocket)   | 0%<br>(Applied to Max Out of Pocket)  | \$0  |
| <b>Office Visit (Non-Network)</b>  | \$500 Individual<br>\$1,000 Family<br>(Applied to Max Out of Pocket) | 20%<br>(Applied to Max Out of Pocket) | \$0  |
| <b>Urgent Care (Network)</b>   | \$240 Individual<br>\$480 Family<br>(Applied to Max Out of Pocket)   | 0%<br>(Applied to Max Out of Pocket)  | \$10   |
| <b>Urgent Care (Non-Network)</b>   | \$500 Individual<br>\$1,000 Family<br>(Applied to Max Out of Pocket) | 20%<br>(Applied to Max Out of Pocket) | \$0  |
| <b>Emergency Room (Network)</b>  | \$240 Individual<br>\$480 Family<br>(Applied to Max Out of Pocket)   | 0%<br>(Applied to Max Out of Pocket)  | \$50   |
| <b>Emergency Room (Non-Network)</b>                                      | \$240 Individual<br>\$480 Family<br>(Applied to Max Out of Pocket)   | 0%<br>(Applied to Max Out of Pocket)  | \$50   |
| <b>Prescription Drugs (per prescription)</b>                             | N/A  | N/A                                   | \$5 Tier One<br>\$15 Tier Two<br>\$30 Tier Three |

**Note:** These copayments do not apply to the out of pocket maximum.

**This benefit summary is intended as a review of the basic benefits offered by the District through UnitedHealthcare.**

**It is not the source of a complete description of coverage. Please refer to the certificate of coverage for detailed information. Visit UnitedHealthcare on the web: [www.uhc.com](http://www.uhc.com) to find a doctor or healthcare facility.**