

**COLLECTIVE
BARGAINING AGREEMENT**

BETWEEN

**MADISON TEACHERS
INCORPORATED**

**821 Williamson St.
Madison, Wisconsin 53703
governing members of the
Supportive Educational Employees
Collective Bargaining Unit
and the**

**MADISON METROPOLITAN
SCHOOL DISTRICT**

**545 W. Dayton St.
Madison, WI 53703**

**for the period
August 8, 2010 through June 30, 2013**

GENDER REFERENCE

It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender, i.e. such words, as used in this Agreement, shall henceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her," "he" shall mean "he/she." This provision shall not apply to absence required by pregnancy and maternity leave.

I - Recognition - A

A. MANAGEMENT RIGHTS

1. The operation of the Madison Metropolitan School District and all of the procedures and methods of operating the School System including the creation and abolition of positions, reclassification of positions, the scheduling of work and assignment of work to the employees shall remain solely with the Employer; provided that this does not abridge the rights of the Union pursuant to the terms of this Agreement.
2. The Employer shall have the right to schedule overtime as required in the manner most advantageous to the Employer and consistent with the terms of this Agreement in the public interest.
3. Secretarial, clerical, technical and related office duties shall be performed by "employees" covered by this Agreement; except that during the term of an emergency, the temporary absence or the unavailability of "employee(s)," or during the training of "employee(s)", the Employer may employ non-bargaining unit personnel or personnel employed through employment agencies to perform the aforementioned duties.
4. In the event that the functions of any department or division presently or currently performed by employees covered by this Agreement be "contracted out" or transferred to another unit of Government, the Employer will meet with the Union and the other unit of Government to arrange maximum protection of the employee's rights and benefits.

I - Recognition - B

B. COLLECTIVE BARGAINING REPRESENTATIVE

1. The Board of Education, pursuant to a Certification of Representative for Joint School District No. 8, City of Madison, et al (Madison Metropolitan School District) (Case VIII No. 20619 ME-1341 Decision No. 14814-B) made by the Wisconsin Employment Relations Commission on January 20, 1977, and as modified by the Commission pursuant to an Order Clarifying Bargaining Unit and Amending Certification, (Case XXXIII No. 19253 ME-1207 Decision No. 13735-B and Case LIII No. 20619 ME-1341 Decision No. 14814-C), on August 31, 1978 recognizes Madison Teachers Incorporated as the exclusive collective bargaining representative* for the purposes of conferences and negotiations with the Board of Education on questions of wages, hours, and conditions of employment in a mutually genuine effort to reach agreement.
2. Hereinafter the term "Board", "Board of Education", or "District" refers to the Madison Metropolitan School District.
3. Hereinafter the term "employee(s)" refers to anyone in the collective bargaining unit.

* All full-time and regular part-time employees engaged in secretarial, clerical, technical and related office duties, but excluding craft, professional, confidential, supervisory and managerial employees and all other employees.

4. In the event new position(s) not now covered by this provision are created by the Board, or in the event that said position(s) shall be included within the bargaining unit, provided the parties agree, or as determined by the Wisconsin Employment Relations Commission at the request of either party; then said position(s) to which said employees are/were appointed shall be deemed part of this collective bargaining unit, and shall be represented by MTI and they shall also be covered by the terms and conditions of this Agreement.
5. The wages, hours and conditions of employment for those employed as substitute clerical, technical or secretarial employees are specified in Addendum C.

I - Recognition - C

C. CONSIDERATION

The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

II - Procedure - A

A. CONFERENCE AND NEGOTIATION

1. This agreement effective upon execution between the BOARD OF EDUCATION OF THE MADISON METROPOLITAN SCHOOL DISTRICT, hereinafter referred to as the "Board of Education", and also referred to as "the Employer", or "Madison Metropolitan School District" or "the District"; and MADISON TEACHERS INCORPORATED, hereinafter referred to as "Madison Teachers", and also referred to as "SEE-MTI", or "the Union".
2. The Board of Education and Madison Teachers each recognize its legal obligation imposed by Section 111.70 of the Wisconsin Statutes to meet for the purposes of negotiating in good faith at reasonable times in a bona fide effort to arrive at a settlement on questions of wages, hours and conditions of employment. Without limiting this legal obligation, the parties to this Agreement agree as follows:
 - a. All terms initially proposed to be negotiated for the contract period commencing July 1, 2013, shall be submitted to the duly authorized agent of the other party in writing and according to the timetable set forth in the Agreement. The limitation of initially proposed items for negotiation to those in written form and in accordance with the attached timetable shall not prevent the unilateral introduction of new items by either party from time to time during the period of negotiation.
 - b. Timetable – Except as otherwise mutually agreed by the parties, all items initially proposed for negotiations shall be presented as follows:
 1. Initial proposals for the succeeding Agreement shall be presented by the parties on or about the 45th day prior to the expiration of the Agreement. This does not preclude either party from making subsequent proposals including new contract language.
 2. The first negotiation session for the succeeding Agreement shall be scheduled by mutual agreement of the parties to be held on or about 45 days prior to the expiration of the Agreement. Subsequent sessions shall be closed unless the parties mutually agree otherwise.
 3. Ideally, agreement by the agents should be reached by 15 days preceding the expiration of the contract at which time ratification by the principal parties will be considered.

- c. Each party to this Agreement desiring to be represented by agents for negotiating agrees to furnish to the other party a list of its duly authorized agents, not to exceed ten (10), for such purposes. Each party agrees to negotiate only with said agents and no others, including their principals, namely, the Board of Education or Madison Teachers, as the case may be, unless the latter as principals authorized negotiations with others or themselves.
- d. If matters which have been proposed for negotiations are brought, whether in the form of a grievance, petition or otherwise, to the attention of either of the parties to this Agreement by any individual, group of individuals or organization other than the other party to this Agreement or its duly authorized agents, such latter party shall be punctually informed of such action.
- e. Each party to this Agreement at its own expense, may utilize the service of legal counsel, professional negotiators and other such expert persons, as well as clerical assistants, at negotiations. If negotiation meetings are mutually scheduled during regular working hours, the Union's negotiators shall experience no loss of wages or fringe benefits as a result of attending such meetings.
- f. When agreement is reached, it shall be reduced to writing and when approved by SEE-Madison Teachers Inc. and the Board of Education, it shall be signed by duly authorized representatives.

II - Procedure - B

B. GRIEVANCE AND ARBITRATION PROCEDURE

1. GRIEVANCE PROCEDURE

- a. A grievance is defined as any matter involving the interpretation, application or enforcement of the terms of this Agreement or a claim by an employee or Union official that he/she has been discriminated against or treated unfairly or arbitrarily by the employer by any action in the exercise of its rights or power.
- b. Grievances shall be processed in the following manner. Time limits set forth shall be exclusive of Saturdays, Sundays, and holidays. Time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement.

STEP I: If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor or his/her designated replacement, either alone or accompanied by a Union representative, within five (5) days of his/her knowledge of the occurrence of the event causing the grievance, but not later than fifteen (15) days from the time of the event and shall state that he/she is presenting a grievance. The supervisor shall be required to give an oral answer within five (5) days.

STEP II: The grievance shall be considered settled in Step I unless within five (5) days after the immediate supervisor's answer is due, the grievance is reduced to writing and presented to the department or division head. The written grievance shall, to the extent possible, include the facts upon which the grievance is based, the issues involved, the articles alleged to be violated and the relief sought. The department or division head may confer with the aggrieved and the Union. Such decision shall be reduced to writing and submitted to the aggrieved employee, and the Union within five (5) days from his/her receipt of the grievance and/or appeal of the immediate supervisor's answer.

STEP III: The grievance shall be considered settled in Step II, unless within five (5) days from the date of the department or division head's written answer or last date due, the

grievance is presented in writing to Human Resources. Human Resources shall respond in writing to the Union within fifteen (15) days.

STEP IV: The grievance shall be considered settled in Step III, unless within fifteen (15) days from the date of Human Resources' written answer or last date due, a request is made for arbitration.

2. ARBITRATION

- a. Arbitration shall be limited to issues involving interpretation and application of provisions of this Agreement.
- b. An impartial arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration or if the parties do not agree upon a method of selecting an arbitrator within ten (10) days, then the Wisconsin Employment Relations Commission (WERC) shall be requested to submit a panel of five (5) arbitrators. The party requesting arbitration shall strike the first name and after each party has struck two (2) names, the remaining person shall be appointed as the arbitrator. Each party shall pay one-half (2) the cost of the arbitrator.
- c. The impartial arbitrator shall have the authority to determine issues concerning the interpretation and application of all articles or sections of this Agreement. He/she shall have no authority to change any part; however, he/she may make recommendations for changes when in his/her opinion such changes would add clarity or brevity which might avoid future disagreements.
- d. The written decision of the arbitrator, in conformity with his/her jurisdiction, shall be final and binding upon both parties but shall not constitute a binding precedent in connection with future negotiations.

3. GENERAL GRIEVANCES

Employer grievances or Union class grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the third step of the procedure.

III - Salary - A

A. SALARY

1. The salaries and classifications as shown in Addendum A shall be the minimum salaries for the classifications shown and shall be attached hereto and made a part hereof for the life of this Agreement. This section shall not be construed to prevent the employer from creating new classified positions within the salary structure shown. The Union shall receive notice of the creation of each new position and thereby be advised of any new classification and shall have the right to grieve the placement of the position in the pay structure within thirty (30) days after receipt of notice.

Any time after June 30, 2012, the District can increase or decrease the wages as shown in Addendum A without negotiating with the Union. The District's authority to unilaterally take action pursuant to this provision shall sunset on June 30, 2013. Any actions taken by the District pursuant to this provision prior to the sunset date shall remain in effect.

2. Employees who were reclassified downward on the salary schedule as a result of the Mercer Meidinger Hansen Study shall maintain their former classification pay range on the salary schedule which they held prior to implementation of said study.

3. Employees who were reclassified upward on the salary schedule as a result of the Mercer Meidinger Hansen Study shall be paid according to their new classification pay range and be compensated in accordance with the range rate.
4. Employees hired after the implementation date of the Mercer Meidinger Hansen Study shall be placed at the classification pay level established by the aforementioned study.
5.
 - a. In the event the content of an existing job classification changes sufficiently to merit consideration for reclassification, an employee may initiate a written request to the District for reclassification. Immediately upon written request of an employee for reclassification, the District shall provide said employee with all forms/documents necessary to initiate said reclassification request.
 - b. The reclassification request shall be submitted in writing with supportive rationale to the office of Human Resources. Said requests will then be forwarded to the representatives designated by MTI and the District with a copy sent to MTI. Said representatives shall be known as the Joint Job Evaluation Committee. The Job Evaluation Committee shall consist of two (2) representatives designated by the District and two (2) representatives designated by MTI.

The Human Resources Department shall convene the Committee appointees within 45 days following the Human Resources Department's receipt of the position analysis questionnaire. Copies of the reclassification requests, the position analysis questionnaires completed for the position, the detailed analysis of the position analysis questionnaire including all scoring of the document, and the recommendation of the Human Resources Department shall be provided to Committee appointees not later than five (5) days prior to the scheduled Committee meeting.

The Committee shall, when at all possible, agree on the placement of the job classification in a salary range which is, in the opinion of the majority of the Committee, in proper relation to and commensurate with other job classifications covered by this Agreement, at the time of the meeting. Should additional information be requested by any of the Committee members prior to deciding on the recommendation, an additional thirty (30) days shall be granted in which the information shall be collected, the committee reconvened, and a decision on the recommendation made.

- c. If no agreement is reached among a majority of the Committee's members, the Committee shall request through the principal parties, MTI and the District, that the WERC supply an individual to mediate the dispute and, if necessary, to cast the deciding vote relative to the reclassification request and placement of the job classification in a salary range. Any adjustment will be paid retroactively commencing with the beginning of the first pay period following the reclassification request. The reclassification wage placement will be in the new grade at the same step as the previous pay grade. The employee will maintain his/her current anniversary date for salary increment increases (III-C). The Committee and the WERC designee will not have the authority to establish a new or revised salary schedule.
6. IMPLEMENTATION OF THE BIWEEKLY SALARY SCHEDULE*
 - Addendum A, C, D, E
 - a. It is agreed that the attached salary schedule as shown in Addendum A is an increase in base wages of 0% over the salary schedule shown in Addendum B (2008-2010 Collective Bargaining Agreement). The schedule shall be attached to this agreement and shall be known as Addendum A.

- * The position classifications on the schedule will be as set forth in the Arthur Young Study. Positions downgraded will appear twice, once as they previously existed. The latter will be designated on the schedule with an asterisk and will remain on the schedule so long as the employee is in said classification.

The parties understand that any "savings" attributable to the District having over-estimated the cost of any fringe benefit, including WRS and insurance(s), will be maintained by the District (and the salary component of this settlement will not be adjusted at all).

III - Salary - B

B. LONGEVITY PAY

1. Employees covered by this Agreement shall receive longevity pay as hereinafter provided:
 - a. Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Worker's Compensation Act.
 - b. The longevity percentage payments, calculated to the nearest dollar shall be:
 - 1) At beginning of 49th month - 3% increase over base salary.
 - 2) At beginning of 80th month - 4.5% increase over base salary.
 - 3) At beginning of 109th month - 6% increase over base salary.
 - 4) At beginning of 134th month - 7% increase over base salary.
 - 5) At beginning of 157th month - 8% increase over base salary.
 - 6) At beginning of 181st month - 9% increase over base salary.
 - 7) At beginning of 205th month - 10% increase over base salary.
 - 8) At beginning of 229th month - 11% increase over base salary.
 - 9) At beginning of 253rd month - 11.5% increase over base salary.
 - 10) At beginning of 280th month - 12% increase over base salary.
 - 11) At beginning of 304th month - 13% increase over base salary.
2. Longevity pay shall be added to an employee's base pay and shall be considered as part of base pay.
3. Longevity payments shall be effective on the first day of the bi-weekly pay period in which the required length of service is completed. Ten-month employees shall only be credited with ten (10) months of service in any one year period for the purpose of determining their placement on the longevity pay schedule.
4. In addition to longevity pay, employees covered by this Agreement and on the payroll system in an active paid status on their anniversary date shall also receive a Service Bonus in accordance with the following schedule:
 - a. 300 months of service: \$1,000
 - b. 324 months of service: \$1,000
 - c. 348 months of service: \$1,250
 - d. 372 months of service: \$1,500

The Service Bonus shall be paid to the employee on a separate check following the employee's anniversary date. Taxes will be withheld at the employee's normal withholding rate.

III - Salary - C

C. SALARY INCREMENT INCREASES

1. Employees who meet the minimum qualifications and employees for whom no trainee program is established shall be hired at Step 1 of the base or any step above in the pay range for the classification for which they are hired. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six months is completed. Salary increments increases to Step 3, 4 and 5 shall be made annually at the start of the payroll period in which the required length of service is completed.
2. Employees who are promoted shall be placed on the step in the new pay grade that provides an increase of pay of at least seventy dollars (\$70) per bi-weekly pay period over the employee's present wage rate. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six months is completed and shall be advanced one step annually thereafter until they reach Step 5 of their classification pay range.
3. Employees who transfer laterally to another position or job title in the same salary range shall receive salary increment increases as though no transfer had been made.
4. Employees who are demoted because of reorganization or for other reasons beyond their control shall retain their present salary and shall continue to be eligible for annual step and negotiated adjustments.
5.
 - a. Any employee who is assigned to a job classified in a higher pay range than his/her own for two (2) consecutive days or more shall receive forty cents (\$.40) per hour when the assigned job is one (1) pay range higher than his/her own; fifty cents (\$.50) per hour when two ranges higher and twenty-five cents (\$.25) per hour for each additional pay range. Such assignments as are made shall be in writing.
 - b. In situations where an employee on the old or new MMH reclassification study salary schedule is eligible for premium pay under Section III-C-5, the employee's premium pay shall be calculated based on the salary range placement of the employee's classification on the old salary schedule and the salary range placement on the old salary schedule for the classification to which he/she is temporarily assigned.

III - Salary - D

D. UNDESIRABLE HOURS PREMIUM PAY

1. Employees covered by this Agreement shall receive undesirable hours premium pay as hereinafter defined:
 - a. The undesirable hours periods shall be defined as any time between 6:00 p.m. of one day and 6:00 a.m. of the following day on weekdays except when overtime is paid or compensatory time is given.
 - b. Employees as part of their regular shift, working during any of the above defined undesirable hours shall receive an additional sixty cents (\$.60) per hour for each hour worked; however, employees receiving time and one-half shall not also receive premium pay.

E. SEPARATION FROM SERVICE

1. Accrued Benefits

As of the payroll period which included the effective date of layoff, discharge, resignation or death of any employee, the employee or his/her heirs shall receive his/her vested earnings which shall include accrued vacation, holiday and overtime/compensatory time credits as approved and recorded on the District payroll system.

2. Retirement Sick Leave Payment

- a. Employees who retire, have any District insurance coverages (life, dental, hospital, surgical, and medical group insurance plan or medicare supplement) as of January 1 of the year preceding the year in which the employee retires, are over fifty-five (55) years of age upon retirement, and are an immediate annuitant of the Wisconsin Retirement Fund shall receive the equivalent value of their accumulated unused sick leave credits up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated sick leave credits in excess of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, hospital, surgical, and medical group insurance plan or medicare supplement then in force for employees until said funds are exhausted.
- b. Employees who retire, are eligible for district insurance coverages and do not have any district insurance coverages (life, dental, hospital, surgical, and medical group insurance plan or medicare supplement) as of January 1 of the year preceding the year in which the employee retires, are over fifty-five (55) years of age upon retirement, and are an immediate annuitant of the Wisconsin Retirement Fund shall receive the equivalent value of up to ninety percent (90%) of their accumulated unused sick leave credits, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. These funds will be utilized to provide monthly payments to the employee of up to a maximum of four hundred dollars (\$400) per month until said funds are exhausted. *(This section has been suspended until further notice per a Memorandum of Understanding.)*
- c. If a retired employee dies and is receiving benefits under Section III-E-2-a or Section III-E-2-b, his/her spouse or designated family partner (partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit) will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:
 1. Said funds are exhausted;
 2. The spouse/partner elects to discontinue coverage in the District benefits programs;
 3. The spouse/partner dies; or
 4. The spouse/partner remarries.

This section has been suspended until further notice solely with regard to the inclusion of a designated family partner in its terms.

- d.1. Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage may, at the option of

the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

2. Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the Collective Bargaining Agreement at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

III - Salary - F

F. RETIREMENT

1. The Employer shall continue participation in the Wisconsin Retirement Fund so long as it is a part of a participating municipality as provided by Wisconsin Statutes or for the duration of the period of this Agreement, whichever is longer. With respect to earnings paid to participating Employees of the Board, who are members of the Bargaining Unit represented by the Union described herein, the Employer shall pay to the Wisconsin Retirement Fund the full amount in lieu of the retirement contribution required to be deducted from each payment of earnings by such participating employee until June 30, 2011. Commencing July 1, 2011, employees shall pay an amount equal to 50% of the total required WRS contribution to the Wisconsin Retirement Fund.
2. All of such payments of contributions made by the Employer shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of said participating employees and all such payments of contributions made by the Employer shall be available for all Retirement Fund benefit purposes to the same extent as normal contributions which are deducted from the earnings of participatory employees, it being understood that such payments made by the Employer shall not be considered a municipal contribution.
3. With the effective date of retirement, an employee forfeits all rights to, or expectation of, re-employment with the District. A retired employee who is re-employed in this unit in the same classification by the District shall be compensated at that salary grade and step which said employee was earning at the time of his/her retirement. A retired employee who is re-employed in this unit shall be given credit for the employee's total months of service with the Madison Metropolitan School District for the Collective Bargaining Agreement provisions related to wages, vacation and longevity.
4. A retired employee who is employed by the District as a substitute (per Addendum C) for a bargaining unit member shall be compensated at that salary grade and step which said employee was earning at the time of his/her retirement.

III - Salary - G

G. PAYDATE

1. Employees are paid bi-weekly via electronic deposit into the financial institution of the employee's choice.

III - Salary - H

H. MILEAGE

1. Any employee who uses his/her car at the Employer's request shall receive mileage at the rate established by the IRS as non-taxable reimbursement.
2. No employee shall be requested to transport children, except under the following circumstances:
 - a. His/her job description requires the transportation of children or;
 - b. His/her immediate supervisor has previously approved such transportation, in writing, and;
 - c. His/her immediate supervisor has determined that such transportation is in compliance with the requirements of Wis. Stats., and
3. Any employee who is authorized, in writing, to transport students per this section shall carry insurance in the amount of:
 - a. \$100,000 bodily injury liability for one person,
 - b. \$300,000 bodily injury liability for each accident,
 - c. \$50,000 for property damage.

The Board of Education pays this difference in premium between liability coverage of \$15,000/\$30,000/\$5,000 and the above (3, a, b, c) upon the submission of evidence of such required amount to the Superintendent or his/her designee.

III - Salary - I

I. PAYROLL DEDUCTION/FAIR SHARE

1. In addition to those salary deductions required by law, salary deductions are permitted for:
 - a. Group Life Insurance
 - * b. Health Insurance and unreimbursed medical expenses
 - c. Income Protection Insurance
 - d. Charitable Organizations which have met qualifications of the Board
 - e. Union dues - those authorized by MTI
 - f. Fair Share contributions as authorized by this Agreement
 - g. Tax Sheltered Annuities as authorized by this Agreement, Roth IRAs
 - * h. Dental Insurance
 - * i. Dependent Care
 - j. Group automobile and homeowner insurance program(s) authorized by MTI. Such shall not exceed one (1) carrier for all MTI units.¹
 - k. Long-Term Care Insurance
 - ** l. MTI Solidarity Fund

¹ MTI shall save the Board and the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise should an employee not have sufficient funds available to cover said deduction. Amounts deducted pursuant to this provision shall be forwarded directly by the District to the authorized carrier. This provision shall not be operative until at least fifty (50) employees elect to so participate.

- * Pursuant to the relevant sections of the Internal Revenue Service Code (e.g., 105, 125, and 129), employees may elect to use pre-tax dollars for the payment of monthly health and dental insurance contributions. Requests to use after-tax dollars for health and dental insurance contributions must be made in writing to the Benefits Department. In addition, pursuant to Section 125 and 129 of the IRS Code, employees shall be allowed to elect to use pre-tax dollars for the payment of qualified dependent care costs and/or unreimbursed medical expenses.
- ** MTI will design, print, and distribute and collect appropriate forms for the implementation of this deduction and submit this information to Payroll Services by November 15 of each contract year. Deductions will commence on the first paycheck of the following calendar year.

2. Dues Deduction

- a. The Board of Education shall collect and forward the dues of members of Supportive Educational Employees of Madison Teachers Incorporated to Madison Teachers with a list of employees from whom deductions were made. Such deductions shall be made by deducting such amounts as determined by Madison Teachers from the payroll checks of members who have authorized such deductions in writing. Deductions shall be made in ten installments. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Executive Director of Madison Teachers Inc. For membership authorizations received in Payroll Services which are received between the 1st and 15th day of any month will be honored with deduction of dues beginning on the next month's paydate; those received between the 15th and the end of a month will be processed with deductions beginning on the second monthly paydate thereafter.
- b. A three-part authorization shall be used, providing a copy for Madison Teachers, Payroll Services and the employee. Payroll Services will update their file each year making it necessary for those on leaves of absence without pay to sign a new card if they return. All resignations would be removed under the same auspices and Madison Teachers shall be notified of all whose cards are removed.

3. Fair Share

- a. Personnel in the bargaining unit described herein who do not voluntarily become members of Madison Teachers via cash payment or who have not authorized the deduction of dues pursuant to the conditions set forth in paragraph 2 above, are required to pay their proportionate share of the cost of the collective bargaining process and the administration of this collective bargaining agreement, measured by the amount of dues uniformly required of all members of Madison Teachers and in that regard, the Board, shall deduct such amount from the payroll check of the bargaining unit personnel involved. The Employer will provide Madison Teachers with a list of employees from whom such deductions are made with each monthly remittance. As new employees are hired during the year, the first dues or Fair Share deductions shall be made from their first paycheck. Changes in the amount of dues or Fair Share to be deducted shall be certified by Madison Teachers forty-five (45) days before same is to be effective.
4. If an error is discovered with respect to deduction of dues or fair share, the District shall correct said error by making appropriate adjustments in the next paycheck of the employee or the next submission of funds to MTI. When such adjustments are made by the District, the District shall so notify MTI in writing. The District shall not be liable to MTI, its officers and/or agents, for the remittance or payment of any sum other than that contributing to the actual deductions made from the employee's wages.

5. Payroll Services may refer complaints to the Executive Director and shall notify Madison Teachers of names of employees in case of long term illness or death.
6. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the Employer shall have no obligation to subsequently withhold dues or fees that may have been due for that month. In such a case, the Employer will, on a timely basis, so advise MTI.
7. MTI shall save the Board and District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, actions taken or not taken by the Board or District under this section of the Collective Bargaining Agreement.

III - Salary - J

J. DISTRICT EMPLOYEE HIRED INTO THE BARGAINING UNIT

A District employee hired into the Supportive Educational Employee Unit from outside the unit but as a District employee shall have the following rules applicable:

1. The employee's seniority within the unit for purposes of wages, promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit. However, if an employee's wages in her/his former position are greater than the starting SEE unit wage rate in the grade and range in which he/she is hired, the employee will be placed at the first step on the applicable schedule which provides for an increase.
2. The employee shall be given credit for the employee's total months of service from the date of original hire in the Madison Metropolitan School District for the Collective Bargaining Agreement provisions relating to vacation and longevity.
3. "Date of original hire" means the employee's last date of hire followed by continuous service. For example: An employee was hired on July 1, 1990 and severed employment on December 31, 1990. The employee was subsequently hired on July 1, 1993 and has been continuously employed since that date. The employee's "date of original hire" would be July 1, 1993 for the purpose of this section. Sick leave will be converted based on dollar value of earned days/hours from the old position to the new position.
4. The employee's "total years of service" as used in this section means fiscal years (July 1 to June 30) in which the employee worked a minimum of one hundred (100) work days.
5. District employees hired new to this unit shall serve the probationary period for this unit set forth in Section IV-A.

III - Salary - K

K. EXTRA DUTY COMPENSATION

Employees performing duties set forth in Section III-L of the "Teacher" Collective Bargaining Agreement shall receive the negotiated wage increase provided to the members of the teacher collective bargaining unit, commencing with the effective date of said increase to such individuals.

**IV - Factors Relating to Employment -
Employment Security & Seniority - A**

A. PROBATIONARY PERIOD

Newly hired employees shall be on probation for one (1) calendar year immediately following their employment, exclusive of the summer vacation period for 10-month employees, and shall during that period, have all the rights provided in this Agreement except the right to appeal a suspension or discharge per Section IV-H. However, the Employer shall provide to any suspended or terminated probationary employee, and the Executive Director of MTI, a statement setting forth the cause for such action. A probationary period may be extended by mutual agreement of MTI and the Employer. Any employee who is retained in a position covered by this Agreement beyond one (1) calendar year, unless extended per above, shall be considered to have completed his/her probationary period and no other notice shall be necessary to establish such status. Employees who transfer during the probationary period shall be on probation for an additional one (1) calendar year in the new position and shall not be granted an additional transfer request during their extended probationary period.

**IV - Factors relating to Employment -
Employment Security & Seniority - B**

B. EVALUATION OF EMPLOYEE DURING PROBATIONARY PERIOD

1. Probationary employees shall be evaluated twice by District supervisory personnel by the conclusion of the employee's sixth and twelfth months of employment. The evaluator shall thereafter, within five (5) work days review the evaluation with the employee and provide him/her with a copy of the completed instrument. Concerns relative to an employee's performance shall be brought to the employee's attention in a timely manner.
2. The criteria which are to be used in measuring an employee's performance are: quality of work; accuracy; creativity; dependability; initiative; job knowledge; quantity of work; adaptability; attendance; organization and management of work and work area; and courteous and accurate communication.
3. The employee shall have the right to respond in writing to his/her evaluation. The response shall be attached and filed with the evaluation in the employee's official personnel file.

**IV - Factors relating to Employment -
Employment Security & Seniority - C**

C. EVALUATION OF NON-PROBATIONARY EMPLOYEES

1. Employees who have achieved non-probationary status shall be evaluated at least every two (2) years by his/her principal, assistant principal or appropriate department administrator. Thereafter, within five (5) working days, the evaluator will review the evaluation with the employee and provide said employee with a copy of the completed instrument.
2. The criteria which are to be used in measuring an employee's performance are: quality of work; accuracy; creativity; dependability; initiative; job knowledge; quantity of work; adaptability; attendance; organization and management of work and work area; and courteous and accurate communication.
3. The employee shall have the right to respond in writing to his/her evaluation. The response shall be attached and filed with the evaluation in the employee's official personnel file.

**IV - Factors relating to Employment -
Employment Security & Seniority - D**

D. SENIORITY

1. Accumulation - Employees shall have their anniversary date for seniority purposes established as the original date of last hire followed by continuous service. An approved leave of absence without pay or layoff shall not cause a break in seniority. Employees who have been laid off or on military leave shall accrue seniority while on layoff status or such leave.
2. Loss of Seniority - An employee shall cease to have seniority if the employee:
 - a. quits;
 - b. is discharged for just cause;
 - c. fails to return to work upon expiration of leave of absence;
 - d. fails, within seven (7) days after delivery of notice, to respond to recall from layoff when written notice by certified mail is sent to the employee at the last address appearing on the employer's records;
 - e. is absent without authorization in excess of five (5) consecutive days unless for circumstances beyond the individual's control (e.g., severe illness, automobile accident).
3. In regard to a layoff, recall or bumping situation, should two or more employees in the SEE bargaining unit share the same seniority date pursuant to Section IV-D of the Collective Bargaining Agreement, seniority among these employees with a common seniority date shall be determined by the employee's date of original hire in the Madison Metropolitan School District, followed by continuous service.

**IV - Factors Relating to Employment -
Employment Security & Seniority - E**

E. TRANSFER OF ASSIGNMENT, DEMOTION

1. Definitions
 - a. Promotion - Shall mean the permanent advancement of an employee from a position in a pay range to a position in a higher pay range.
 - b. Job Transfer - Shall mean the permanent transfer of an employee from one department or division to another or from one geographic location to another and/or from one work shift to another without change of job title or pay range.
 - c. Lateral Transfer - Shall mean the permanent transfer of an employee from one job title to another job title in the same pay range.
 - d. Demotion - Shall mean the permanent movement of an employee from a position in a pay range to another position in a lower pay range.
 - e. Trial Period - Shall mean the three (3) month period following the date of promotion or transfer wherein such employee shall be on a three (3) month trial period during which time the employee may be returned to a job in the same pay level from which he/she came without prejudice at the option of the Employer or the employee. The employee or employer can only exercise this option within the above-referenced three (3) month period. However, if there is no vacant position as is referenced above, the movement of the employee will occur when such a position becomes vacant. Under the latter circumstances, the moving party can void their option with written notice to the other. Additional pay

increments that may be due a promoted employee shall not be due prior to the completion of six (6) months in the higher classified position.

2. Filling Positions

- a. Vacant positions shall whenever practical be filled by the promotion or voluntary transfer of employees, except administrative transfers (involuntary transfers). The latter shall not be for arbitrary or capricious reasons.
- b. Minimum qualifications, performance and experience shall be established by the employer and equally applied to all persons. Posted positions will be filled on the basis of skill and ability, as determined by the employer. When such are relatively equal between employees, the senior employee making application for said position shall be transferred/promoted.
- c. Employees who receive a job transfer appointment to a vacancy shall serve no trial period and the appointment shall be considered permanent. Employees transferred under this section shall remain in the location to which they are transferred for at least one (1) year.
- d. Employees who receive a lateral transfer appointment shall serve a three (3) month trial period in the new position. Except as stated in subsection "f" below, employees receiving a lateral transfer appointment shall remain in the new location for at least one (1) year.
- e. Employees who receive a promotional appointment shall serve a three (3) month trial period in the new position. Except as stated in subsection f below, employees receiving a promotion appointment shall remain in the new location for at least one (1) year.
- f. Pursuant to the criteria set forth in Section IV-E-1-e, employees may, during their trial period, return by their choice or be returned by the employer to the same classification they left.
- g. The rate of pay of newly hired, promoted or transferred employees shall be established in accordance with the appropriate salary tables attached to this Agreement.
- h. The rate of pay of a demoted employee whose demotion is made at the employee's request or with the employee's concurrence shall be at the same step in the lower pay range as had been attained in the higher pay range prior to demotion.

IV - Factors Relating to Employment - Employment Security & Seniority - F

F. JOB POSTING

1. Whenever a vacancy occurs, either as a result of termination, transfer (voluntary or involuntary) or the creation of a new position, and the employer intends to fill such position, notice of such vacancy shall be posted for three (3) working days prior to the date requests for transfer are due. During the summer (first Friday after closing of school through two weeks prior to the beginning of school), the job posting period will begin on Fridays. However, vacant positions which the employer intends to fill by an involuntary transfer need not be posted.
2. Job posting notices shall include the salary range, the work location, the procedure used to fill the position and other information which the employer deems necessary.
3. Application forms shall be available to each employee. Such forms shall suggest that the applicant provide all information relative to his/her experience and training, related to the job applied for.

4. Should a job become vacant which the employer does not intend to fill, the employer shall notify the Union that the position is being eliminated or the estimated period of time that the position will remain unfilled, and the reasons therefore.

**IV - Factors Relating to Employment -
Employment Security & Seniority - G**

G. SURPLUS, LAYOFF AND RECALL

1. When in the judgment of the District, the District determines to reduce the number of employees employed by the District, such employees shall be declared "surplus" employees and laid off according to the following procedure:
 - a. Employees shall be declared surplus in a department, division, or school based on seniority as defined in Section IV-D. Such employees shall be the least senior employees within their position title at their current work location.
 - b. The least senior employee identified in "a" above, may choose any of the following options:
 - 1) Assume a vacant position for which he/she is qualified.
 - 2) Assume the position held by the least senior employee in the District for which he/she is qualified in a range/grade equal to the range/grade currently held and of comparable work year.

Comparable work year shall be defined in the following categories:

12-month – full-time (38.75 hours/week)
12-month – 19 hours/week or more but less than 38.75 hours/week
12-month – less than 19 hours/week

10-month – full-time (38.75 hours/week)
10-month – 19 hours/week or more but less than 38.75 hours/week
10-month – less than 19 hours/week

9-month – full time (38.75 hours/week)
9-month – 19 hours/week or more but less than 38.75 hours/week
9-month – less than 19 hours/week

Should no such position exist within the same pay range/grade, said employee may assume the position held by the least senior employee in the District for which he/she is qualified in the next lowest range to that currently held and of comparable work year.

Said least senior employee shall then be laid off or may bump the least senior employee in the District in a position for which they are qualified in a grade equal to or lower than the employee's current position or assume a vacancy for which he/she is qualified.

- 3) Being laid off.
2. If the acceptance of a position pursuant to options "1)" or "2)" above results in the employee being demoted, said employee shall retain his/her present salary and shall continue to be eligible to participate in annual or negotiated adjustments. Employees who are grandfathered pursuant to the terms of this section shall be required to accept any vacant position or positions for which they are qualified until they return to their grandfathered range of pay. The latter shall not apply to employees who have been reclassified.

3. The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.
4. Employees on layoff status shall be hired in the order of their seniority, before any new applicant is hired into positions for which laid off employees are qualified. Employees called back within a twenty-four (24) month period from date of layoff, shall return to the same step in the salary range they had attained prior to being laid off and shall receive full credit for all prior service. Employees laid off for a period of more than twenty-four (24) months, who are rehired, shall be treated as any new employee.
5. Should the District determine that it is necessary to lay off any employee in this collective bargaining unit, the District will provide written notice to the employee so affected not less than four (4) weeks prior to the effective date of the layoff. A copy of the notice will simultaneously be sent to the Executive Director of MTI.
6. Health Insurance Benefits During Layoff: An employee on layoff status may continue group health insurance coverage available through the Collective Bargaining Agreement during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

**IV - Factors Relating to Employment -
Employment Security & Seniority - H**

H. DISCIPLINE, SUSPENSION, DISCHARGE

1. Employees shall not be disciplined, suspended with or without pay, and/or discharged without good cause.
2. An unpaid suspension shall not exceed ten (10) working days, and a paid suspension shall not exceed fifteen (15) working days except as provided in "5" below. The Union and the District may mutually agree to suspend an employee for a period of time that exceeds the time limits set forth above.
3. Written notice of discipline, suspension, and/or discharge and the reasons therefore, shall be provided in writing to the employee, at the time of such action, with a copy provided by the employer to the Executive Director of MTI within forty-eight (48) hours of such notification being delivered to the employee.
4. Madison Teachers, on behalf of the disciplined employee may appeal such action within ten (10) working days after receiving a copy of the written notice per "3" above by filing a grievance at Step III of the grievance/ arbitration procedure.
5. If the grievance is submitted to arbitration the arbitrator may fashion a remedy without regard to the suspension time limit set forth in "2" above. The parties in attempting to resolve the grievance, may also by mutual agreement, extend such time limitation.

**IV - Factors Relating to Employment -
Employment Security & Seniority - I**

I. PERSONNEL FILES

1. Employees shall have the right to see all information in their personnel folder relating to their performance during employment in the Madison Metropolitan School District upon appropriate request.

- a. Pre-employment recommendations, credentials, and medical reports are confidential and not subject to review by the employee or his/her representative.
 - b. No official reports or derogatory statements about an employee's conduct, service, character, or personality shall be filed by an administrator or supervisor unless the employee is sent a copy at the same time. The employee shall have the right to submit a response to the report or statement. The response shall be attached and filed with the report or statement in the employee's official personnel file.
2. An individual or group representing an employee shall be accorded the same opportunity to review all information in the employee's file relating to the employee's performance during employment in the Madison Metropolitan School District if the employee consents in writing to the review.

**IV - Factors Relating to Employment -
Employment Security & Seniority - J**

J. PHYSICAL EXAMINATION

If an employee is required, as a condition of continued employment, to have a physical examination, the cost of the examination, including any required tests as outlined on forms provided by the District, shall be paid by the Board of Education. The employee may take such examination with any physician in a clinic retained by the District, or his/her own physician. However, in no case shall the cost for such examination exceed the District's clinic agreement(s) regarding maximum cost. If necessary, the employee will be released, by his/her supervisor for the physical examination; but such release shall be only for the time needed for the examination and necessary travel for same. The release for physical examination shall be with pay and not charged to sick leave. This provision shall not apply to newly-hired employees who are required to have an examination at the time of initial employment.

**IV - Factors Relating to Employment -
Employment Security & Seniority - K**

K. NONDISCRIMINATION

The Board of Education and MTI will not discriminate in conformance with all existing state and federal laws, as well as the Madison Equal Opportunity Ordinance.

**IV - Factors Relating to Employment -
Employment Security & Seniority - L**

L. JOB SHARING

- 1. Job sharing, by employees who have elected to job share, may be permitted by the District subject to all of the following limitations:
 - a. Job sharing shall only be allowed in full-time positions approved by the supervisor.
 - b. The hours (position) made available by the reduction in hours by one individual shall be posted pursuant to Section IV-F. The supervisor shall select from among the qualified applicants.
 - c. No more than two employees are allowed to share a single full-time position. Employees working in job share assignments may both work above 19 hours per week when mutually agreeable with both employees and the District. Only one of the two job sharers will be

allowed to obtain benefits - i.e., health, dental, and life. Prior to approval of the job share, a decision must be made by the job share participants as to which of the two employees will be allowed to obtain insurance benefits. Such decision must be communicated in writing to the Benefits Department prior to implementation of the job share. Both employees assigned to a job share shall be entitled to all “non-insurance” benefits (for example: vacation, sick leave, retirement contribution, paid holidays, LTD, etc.) provided they are otherwise eligible.

- d. The job share may be terminated as follows:
 - 1. The supervisor may discontinue the job share arrangement at any time.
 - 2. If the supervisor leaves the position, the job share shall terminate unless the new supervisor agrees to continue such an arrangement, or
 - 3. If one of the job sharers resigns or transfers, the supervisor may decide to continue or terminate the job share arrangement. Any continuance of the job share under this provision shall be subject to all of the terms of this section.
- e. When the job share is discontinued, the following procedure shall be implemented:
 - 1. The most senior employee occupying one of the job share positions will occupy the full-time secretarial position, and
 - 2. The less senior employee will be reassigned in accordance with Section IV-G of the SEE-MTI Collective Bargaining Agreement.
- f. Each job sharer shall spend whatever time is necessary informing the other job sharer about job continuation issues, (e.g. projects needing work; location of files and materials; problem areas needing follow-up; etc.). The time needed for this continuation communication shall not be additionally reimbursed by the District if it cannot be completed during paid time.

IV - Factors Relating to Employment - M

M. RESIGNATION

Resignation from employment must be submitted to the Human Resources Division as soon as the employee knows he/she will quit the District’s employ, but not later than four (4) weeks prior to the next scheduled day of work. Any employee who fails to give written notice at least four (4) weeks prior to the next scheduled day of work shall pay to the District one hundred dollars (\$100) as liquidated damages for the failure to give such notice. It is mutually agreed that said sum is a reasonable estimate of the actual damages caused by the failure to give such notice and actual damages are difficult to ascertain. The liquidated damages will be deducted from the employee’s last paycheck(s).

V - Hours of Work, Overtime, Holidays & Vacations - A

A. HOURS OF WORK

- 1. The regular schedule of hours of work for all full-time employees shall be seven (7) hours and forty-five (45) minutes daily, starting not earlier than 7:00 a.m. and ending not later than 5:00 p.m. Monday through Friday; thirty-eight and three-quarters (38-3/4) hours per week. Work for part-time employees shall be within the above noted time, unless the employee is additionally compensated at the rate specified in Section III-D. However certain two-shift

operations in Information Services shall be excluded from the 7:00 a.m. to 5:00 p.m. provision. The parties may, by mutual agreement, identify other positions to be excluded from the 7:00 a.m. to 5:00 p.m. provision. By mutual agreement between the supervisor and employee, the starting and ending time of any position may be adjusted.

Bargaining unit members working four (4) hours or more will be provided a noon unpaid lunch period. The noon unpaid lunch period shall be three-quarters of an hour.

2. Regular school year employees whose annual employment is based on 10 months may work beyond the 10-month period provided there is work assigned and approved by the Board of Education. Such employees who are so employed during said period at their regular or comparable assignment shall be compensated in accordance with the terms and conditions of this Agreement for such employment.
3. The noon lunch period as defined above may be shortened, by mutual consent, for the purpose of adjusting the starting and/or ending times of the regularly scheduled work day. The adjusted times shall not result in the employee's total number of hours being reduced as set forth in paragraph 4 below.
- 4.a. Overtime shall be defined as hours of work in excess of seven and three-quarters (7-3/4) hours per day or thirty-eight and three-quarters (38-3/4) hours per week. Compensation for all such time worked shall be at the rate of one and one-half the hourly rate, except for employees who work on Sunday. When overtime is performed on a Sunday said employees shall be compensated at twice the hourly rate. Employees may, however, by mutual consent with the employer, take compensatory time off for overtime worked at the time and one-half rate or double time rate, whichever is applicable, provided such time off is taken at a mutually agreed upon time consistent with the current federal and state legislation.
- b. The employee may, at his/her option, elect to have up to seventy-seven and a half hours (77.5) of accrued compensatory time off paid out at the employee's current hourly rate of pay once per calendar year (January 1 through December 31). The employee will provide Payroll Services with a written notice of his/her request. Upon payment, the employee's balance of compensatory time off will be reduced by the number of hours that the employee has elected to have paid out.
- c. For 10-month secretaries, compensatory time off may be taken on work days falling within Monday of the week before new teachers report to school and one week after the last day the teachers work during the school year. Ten-month secretaries cannot credit compensatory time off during winter or spring breaks until such time as they have exhausted all of their available vacation and have obtained approval from their immediate supervisor.
- d. Employees holding two positions within this collective bargaining unit shall waive their right to receive overtime compensation as herein provided.
5. At the request of the employee and with the agreement of the supervisor, flex time shall be provided to an employee up to seven and three-quarters (7.75) hours outside of his/her regular work week. At the request of the employer/supervisor, and with the agreement of the employee, flex time shall be provided to an employee for up to four (4) hours outside of his/her regular work day. The amount of time an employee exceeds, or is absent from, his/her regular work day shall be made up within the applicable payroll period. Hours made up pursuant to this provision shall be exempt from the Overtime, Call-In Time, and Undesirable Hours premium pay provisions of this Agreement provided the total hours worked in the payroll period do not exceed seventy-seven and one-half (77.5) total hours.
6. Full-time employees shall be provided one twenty (20) minute break or two (2) breaks not to exceed a total of twenty (20) minutes per day. Employees working part-time shall be provided

a break in the a.m. and/or the p.m. as long as they work at least four (4) hours in a day depending upon the period in which they work. If an employee voluntarily chooses not to take a break, he/she shall lose the break time. The employee may not leave early because the employee voluntarily chooses not to take a break.

7. Employees shall continue to be allowed to clean up prior to the end of their shift, using the employer's facilities.
8. Call-In Time. Employees who may be called in to work at other than a regularly scheduled time shall be entitled to two (2) hours work or pay therefore, at the rate of one and one-half (1-1/2) times their regular hourly rate. The two (2) hour minimum shall not apply to hours consecutively prior to the employee's regular starting time or hours consecutively following the employee's regular quitting time. In the event that the call-in time worked is equal to or exceeds two (2) hours, then the employee shall be entitled to an additional fifteen (15) minutes of overtime pay to compensate for travel time to the work site.
9. Work at Home. When an employee is authorized by the employee's immediate supervisor to perform work at the employee's home the employee shall be paid at the employee's applicable rate of pay for a minimum of thirty (30) minutes of work time or the employee's actual time spent working whichever is greater.

V - Hours of Work, Overtime Holidays & Vacation - B

B. HOLIDAYS

1. All employees covered by this Agreement shall be entitled to the following days off with pay or a compensatory day off in lieu thereof. Should an employee be required to work on any of the holidays listed in paragraph 2, such employees shall receive double time for hours worked in addition to holiday pay or compensatory time off at a straight time rate. All employees who work in the pay period in which the holiday falls and work their last scheduled shift before, and their first scheduled shift after the holiday, or are off on account of an excused absence, shall be entitled to regular holiday pay. Employees who share a job and who otherwise meet the eligibility criteria to receive holiday pay shall each receive one-half of a day's pay at their regular rate.
2. Holidays:
 - a) New Year's Day; b) Birthday of Martin Luther King Jr.; c) Memorial Day; d) Independence Day (not for 9- or 10-month employees)**; e) Labor Day; f) Thanksgiving Day; g) Day after Thanksgiving; h) December 24; i) December 25; j) December 31; k) two floating holidays with the permission of the employee's supervisor as to the date (These holidays are not carried over to the next calendar year.); and *l) one floating holiday for 12-month bargaining unit employees to be taken between June 15 and August 15 with the permission of the employee's supervisor as to date.
 - * Employees hired between July 1 and December 31 will be able to carry over the floating holiday due to restrictions contained in paragraph 6 herein.
 - ** Ten-month clerical employees working in the District's summer school program who work the last working day before and the first working day after July 4 will receive pay for said day when it falls on a weekday.
3. If December 25 or New Year's Day fall on Saturday, either the previous Thursday or the following Monday shall be paid days off work to coincide with the Winter Break for that particular year (December of each year) as designated on the school year calendar in the MTI

Teachers' Unit Collective Bargaining Agreement. Independence Day shall be observed as a paid day off on the day designated by Congress.

4. In the event that December 25 and New Year's Day fall on a Sunday or Monday, the employees shall observe the December 24 and December 31 holidays on either the previous Friday or following Tuesday to coincide with the Winter Break for that particular year (December of each year) as designated on the school year calendar in the MTI Teachers' Unit Collective Bargaining Agreement.
5. If any of the holidays in paragraph 2 fall on the employees' scheduled day off, the employees shall be given another day off at a time which is agreeable to the employee and the Department or Division Head.
6. An employee is not eligible for a floating holiday during the first six months of employment.

**V - Hours of Work - Overtime
Holidays & Vacations - C**

C. SNOW DAYS OR EMERGENCY SITUATIONS

1. Should there be extreme weather conditions causing a "snow day" each employee is expected to arrive at his work station as scheduled. Tardiness on such days not to exceed one hour will be permitted without penalty. Tardiness in excess of one hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one hour may be compensated by the employee's request in writing to the employee's supervisor to use vacation, personal illness, floating holiday or compensatory time. Employees who choose not to use vacation, personal illness, floating holiday or compensatory time may elect to make up the lost work time as set forth in paragraph 3.
2. Should there be an emergency situation caused by a power failure, water main break, or other extreme condition causing a school or group of schools to be closed, clerical employees affected may elect to be absent on such day, such absence may be compensated by the employee's request in writing to the Supervisor or his/her designate to use vacation, personal illness, floating holiday or compensatory time. Employees who choose not to use vacation, personal illness, floating holiday or compensatory time may elect to make up the lost work time as set forth in paragraph 3.
3. Employees, at their option, may elect to make up work time missed above, unless the school year is extended pursuant to paragraph #4 below, in the following manner:
 - a. Employees may make up all of the regularly assigned time which was lost on the days referenced in paragraph number one and two through completion of the current school year.
 - b. Payment at their regular hourly rate for services will occur in the payroll period in which the missed time occurs. If the make-up time is not completed by the end of the school year, a pay dock will occur for the balance of the hours not completed on the last payday in June of the school year in which the snow/emergency day occurred.
 - c. The time set for make-up plus the regular assigned hours cannot exceed 40 hours per week. Make-up time is not subject to the overtime provisions of Article V, Section 4.
 - d. Make-up hours (i.e., moving from part-time to full-time status) cannot be used to qualify for benefits (except for sick leave) eligibility, nor will the loss of hours for the reasons referenced herein cause the loss of benefits.

- e. Duties for the make-up time will include staff development/training opportunities offered by the District, or, at the employee's option and with the approval of the employee's supervisor, work traditionally assigned by the supervisor.
- 4. For employees that work less than twelve months, if it is necessary to extend the school year to qualify for state aid then the regularly scheduled hours must be made up during the extended school year.
- 5. Employees working at a school shall report suspicious object(s) or person(s) to the Principal. Employees working at other sites shall report suspicious object(s) or person(s) to their immediate supervisor. All staff will be notified if the District believes the suspicious object(s) or person(s) creates a danger to the workplace and the notification of staff is appropriate under the circumstances.
- 6. Employees shall not be required to search for suspicious objects or persons.
- 7. On or before September 30 of each year, the District will review the District's crisis management plan with the employees at each work site.

**V - Hours of Work, Overtime
Holidays & Vacations - D**

D. ANNUAL PAID VACATION

1. Rate of Earning

All employees covered by this Agreement shall earn vacation leave as follows:

- a. First 36 months of service, .83 day per month of service (maximum of ten (10) days per year).
 - b. 37th month through 79th month of service, 1.04 days per month of service (maximum of 12-1/2 days per year).
 - c. 80th month through 132nd month of service, 1.25 days per month of service (maximum of 15 days per year).
 - 2
 - d. 133rd month through 192nd month of service, 1.46 days per month of service (maximum of 17-1/2 days per year).
 - e. 193rd month through 259th month of service, 1.67 days per month of service (maximum of 20 days per year).
 - f. 260th month through 359th month of service and thereafter, 2.08 days per month of service (maximum of 25 days per year).
 - g. 360th month of service and thereafter, 2.16 days per month of service (maximum of 26 days per year).
2. Employees shall not be granted vacation credits until satisfactory completion of their first six (6) months of employment. Upon completion of six (6) months of satisfactory employment, employees shall be entitled to use vacation during the calendar year in which the vacation is earned, plus any earned but unused vacation credit from the probationary period which was earned during the previous year.

3. Those employees covered by this Agreement who worked less than full time including less than twelve (12) months, and who are employees of record as of January 1, 1971 shall continue to receive vacation in a manner as is established by practice until such time as their seniority shall entitle them to additional vacation. Those employees who are hired or transferred from full time position on January 1, 1971 or thereafter, and who work less than full time but half or more time, shall receive vacations on a pro-rata basis. The basis for determining the pro-ration shall be as follows:
 - a. An employee's average daily hours of work shall be calculated from annual hours of work.
 - b. The employee's average daily hours of work shall be multiplied by the rate of earnings specified in Section V-D-1 to determine annual hours of vacation.
 - c. Annual hours of vacation shall be rounded to the nearest one-half hour.

The following are examples for computation:

1. 12-month employees

52 weeks x 20 hours per week = 1040 hours work
 1040 hours ÷ 260 days = 4 hours per day
 1.25 earnings rate x 12 months = 15 days
 15 days x 4 hours per day = 60 annual hours vacation

2. 10-month employees

40 weeks x 20 hours per week = 800 hours annually
 800 hours ÷ 200 days = 4 hours per day
 1.25 earnings rate x 10 months = 12.5 days
 12.5 days x 4 hours per day = 50 annual hours vacation

3. 9-month employees

36 weeks x 20 hours per week = 720 hours annually
 720 hours ÷ 180 days = 4 hours per day
 1.25 earnings rate x 9 months = 11.25 days
 11.25 days x 4 hours per day = 45 annual hours vacation

4. The Employer shall designate vacation periods by job title or work location during which employees may select their vacations. The designated periods shall provide each employee the opportunity to use his/her vacation. Employees shall be entitled to select their vacations during periods so designated in a manner which shall allow those with the greatest seniority first choice. Vacations will be permitted during the school year in accordance with this provision and the requirements of the school functions. Requests for vacation shall not be unreasonably denied.
- 5.a. The Employer agrees to provide each employee an opportunity to use all earned vacation credits annually and employees are encouraged to use vacation in extended periods of several days. This provision shall not, however, preclude variations in the use of vacation credits according to peculiar individual circumstances provided such variations shall be agreed to by the Employer.
- b. Vacation days are earned and used on a calendar year basis, and unused days are not carried over from one employee's calendar year to another, except by recommendation of the employee's supervisor and approval of Human Resources, or per paragraph c. below.

- c. In cases where carryover is approved, it shall be limited to five (5) days and carryover must be used prior to May 31 of the next year. In addition to the five (5) carryover days, an employee may request to deposit a maximum of five (5) unused vacation days in his/her sick leave account.
- d. A request to carryover or deposit in an employee's sick leave account must be made not later than 5:00 p.m. on December 10.

**V - Hours of Work, Overtime,
Holidays & Vacations - E**

E. EDUCATIONAL RELEASE TIME

At such time as the resources are available, and upon the approval of the Employment Manager of Human Resources, an employee will be released from his/her duties during regular work hours in order to pursue one educational course per semester. The employee shall make up any time lost for educational purposes at a time which is mutually agreeable between the employee and his/her supervisor. An employee may use any accumulated compensatory time off for the purpose of educational release time.

**V - Hours of Work, Overtime,
Holidays & Vacation - F**

F. RELIGIOUS HOLIDAYS

- 1. The Board of Education will allow absence from work for the purpose of observing religious holidays providing the doctrine of the employee's religion and the employee's religious convictions prohibit the employee from working on such holiday. The employee may elect to utilize vacation, floating holidays, or accumulated compensatory time in order to remain in a paid status on such observance day(s). If the employee does not elect to utilize vacation, floating holidays, or accumulated compensatory time, such shall be without pay. The employee shall notify the District of his/her intent to utilize vacation, floating holidays, or accumulated compensatory time when making his/her application as set forth below.
- 2. A request for absence for the purpose of observing religious holidays shall be made in writing to the Director of Human Resources at least ten (10) school days prior to the requested absence, except for religious holidays that are celebrated between the first day of school and September 15. In the event of the latter, a seven (7) school-day prior notice is required.

**VI - Factors Relating to Employment
- Sick Leave, Leave of Absence, Etc. - A**

A. SICK LEAVE

- 1. An employee is entitled to the application of earned sick leave when his/her absence from duty is required because of the employee's, his/her (or designated family partner's) own child's (including foster and stepchildren) or spouse's (including designated family partner) bonafide illness, bodily injury, diagnostic treatment, dental procedures, optician's services, exposure to a contagious disease, or attendance upon other members of the employee's or his/her spouse's immediate family whose serious health condition requires the care of such employee. The immediate family under this subsection shall be limited to:
 - a. Father or Mother (including step parents)
 - b. Brother or Sister*
 - c. Grandparents*
 - d. Grandchildren*

e. Son-in-law or daughter-in-law*

Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:

- 1) Inpatient care in a hospital, nursing home or hospice.
- 2) Outpatient care that requires continuing treatment or supervision by a health care provider.

* An employee shall be entitled to the application of earned sick leave to attend upon members of the immediate family, noted above with an asterisk, when that family member resides in the employee's household. An employee shall be entitled to the application of up to five (5) earned sick leave days in any contract year to attend upon brothers, sisters, grandparents or grandchildren when those family members do not reside in the employee's household.

2. Sick leave shall be earned by each employee at the rate of one-half day bi-weekly and credited to the employee's sick leave account on each pay day, except that during each bi-weekly payroll period an employee will not accumulate one-half (2) day of sick leave if the employee has not worked or otherwise has not been credited with at least one-half (2) of the total number of work days in each bi-weekly payroll period. The employee may use the sick leave earned in the pay period in which it is earned.
3. Employees may elect to use earned vacation or other earned compensatory time to extend their sick leave with pay when such time off with pay is due them and required for the purpose specified in paragraph 1.
4. Employees shall, when possible, be required to inform their supervisor prior to, or within the first one-half hour of their normal daily starting time of their need to be absent, however, employees working late shifts shall, when possible, notify their supervisor of their need to be absent by 8:30 a.m. The Employer may require evidence to support a sick leave claim when there is evidence that sick leave is being misused or in the event of an absence extending beyond three (3) days.
5. Employees, hired prior to August 18, 2002, earning sick leave in excess of one hundred fifty (150) days may, at their option, receive a cash sum equivalent to the employee's regular salary times the number of excess days. This payment is to be made on the pay day immediately preceding December 25. All employees eligible and opting for this payment will have their excess sick leave paid and their sick leave balance reduced to one hundred-fifty (150) days as of the last pay day immediately preceding December 25. The employees shall have the option to have such funds placed in a TSA, subject to the limitations set forth in Section VII-F. The election to receive the sick leave payout referenced above must be made by November 1, 2003 and shall be applicable as long as said employee remains employed by the District (i.e. the decision is irreversible and the employee so electing cannot elect to accrue sick leave beyond 150 days in the future).
6. Family and Medical Leave Act Leave: A designated family partner, as set forth in Addendum G, shall be considered to be a spouse for benefit purposes of eligibility under the Wisconsin Family and Medical Leave Act provided said individual is otherwise eligible under the Act.

**VI - Factors Relating to Employment
- Sick Leave, Leave of Absence, Etc. - B**

B. LEAVE FOR DEATH IN THE FAMILY

1. When a death occurs in the immediate family of an employee, the employee shall be granted up to five (5) days off to arrange for and/or attend the funeral without loss of pay, if scheduled to work any of those days, and without charge to accrued sick leave or vacation credits. Additional time off must be requested of and approved by the Employer and shall be charged to accrued sick leave of the employee. The term "immediate family" as used in this subsection shall be limited to the following relatives of the employee or spouse (including designated family partner):
 - a. Father or Mother
 - b. Husband or Wife
 - c. Children
 - d. Brother or Sister
 - e. Grandparents
 - f. Grandchildren
 - g. Step-parents
 - h. Step-children and foster children
 - I. Son-in-law or Daughter-in-law
 - j. Brother-in-law or Sister-in-law

Leave taken pursuant to this section for the following family members shall be limited to one day.

- a. Aunt or Uncle
 - b. Aunt or Uncle-in-law
 - c. Niece or Nephew
 - d. First Cousin
2. Where a death occurs in the family of an employee other than the immediate family, or the employee acts as a pallbearer, the Employer, in its discretion, may authorize such employee to be absent from work, which absence shall be chargeable to accrued sick leave, or vacation credits at the discretion of the employee. The use of sick leave for pallbearer duty is restricted to funeral of family other than immediate family.
3. Employees may be absent up to one (1) day for bereavement leave to attend the funeral of a close personal friend with such absence charged to the employee's sick leave, unless the employee specifies that it be charged to available vacation or compensatory time.

**VI - Factors Relating to Employment
- Sick Leave, Leave of Absence, Etc. - C**

C. JURY DUTY OR SUBPOENAED WITNESS

An employee called for jury service in any Court of the State of Wisconsin or of the United States or subpoenaed to appear by an officer of the Court and/or summoning of a governmental agency such as Internal Revenue or Draft Board (except that the Board will not pay more than one collective bargaining unit member per arbitration who is called or subpoenaed by the union where the Board is a party defendant unless the parties to this contract so agree in advance), shall be entitled to leave of absence from his/her Board position without loss in time or pay for such absence. He/she may elect to receive the difference between his/her regular normal pay and the amount he/she receives for jury or court service or he/she may elect to use accumulated vacation, holidays and overtime credits which may be due him/her, in which case he/she shall receive his/her fee for court service plus full

pay. Such proposed leave must be brought to the attention of the Department or Division Head immediately upon notification of proposed jury or court service by the employee. The employee will be expected to be absent only as long as necessary.

**VI - Factors Relating to Employment
- Sick Leave, Leave of Absence, Etc. - D**

D. LEAVE OF ABSENCE WITHOUT PAY

1. Employees may receive a leave of absence without pay for periods of ten (10) or less days upon receipt of verbal approval of the Department or Division Head.
2. An employee may, upon submission of written request to the Benefits Manager and the employee's supervisor, receive a leave of absence for a period up to six (6) months. Such leave authorization shall be in writing with copies to: (a) the employee; (b) the employee's personnel file; and (c) the Union. During the first six (6) months leave that may be granted under this provision the employee on leave shall be entitled to return to the position held at the time the leave was granted. Should an additional six (6) month leave of absence be granted the employee shall no longer have the right to the job previously held but shall be entitled to return to a vacant position provided that he/she shall have greater seniority than any other applicant and is qualified. No leave of absence under Section VI-D shall extend beyond twelve (12) months.

**VI - Factors Relating to Employment
- Sick Leave, Leave of Absence, Etc. - E**

E. MATERNITY OR DISABILITY LEAVE OF ABSENCE WITHOUT PAY

1. Disabled employees shall be entitled to a leave of absence without pay not to exceed six (6) months provided that the employee shall make written request to Human Resources, shall submit a doctor's statement indicating the need for such leave, with reasonable periodic updates, and shall at the conclusion of the leave of absence provide a doctor's written opinion that the employee is ready to resume duties.
2. Disabled employees who have secured a leave of absence and who return within the leave period shall be entitled to return to their former position.
3. In the event that an employee on leave of absence is unable to resume work because of continued disability at the conclusion of such leave, such employee shall be placed on layoff status. During the period of layoff, should the employee's doctor approve, in writing, the employee's return to work, such employee shall be assigned pursuant to Section IV-G-1-b as a surplus employee.

If the acceptance of a position pursuant to the above results in the employee being demoted, said employee shall retain his/her present salary. Employees who are so red-circled, pursuant to the terms of this section, shall be required to accept any vacant position or positions for which they are qualified, until they return to their red-circled range of pay. The latter shall not apply to employees who have been reclassified.

**VI - Factors Relating to Employment
- Sick Leave, Leave of Absence, Etc. - F**

F. MILITARY LEAVE

1. Subject to the terms and provisions of the Uniformed Services Employment and Reemployment Act (USERA) an employee drafted or volunteering in the uniformed services

of the United States of America, who serves for not more than five (5) years, except as otherwise provided in that Act, shall retain and accumulate his/her seniority rights, provided he/she makes application for re-employment within ninety (90) days after honorable discharge.

Employees who serve for more than five (5) years, except as otherwise provided for in the USERA, shall retain his/her seniority rights, but shall not accumulate additional seniority for uniformed service beyond five (5) years, provided he/she makes application for re-employment within ninety (90) days after honorable discharge.

2. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed two (2) weeks in the calendar year for the purpose of attending duly ordered field camps of instruction or schools.
3. Employees who are called to duty by reason of civil disobedience, disorder or insurrection, shall be granted a leave of absence not to exceed two (2) calendar weeks or ten (10) working days.
4. Employees granted leave under paragraphs 2 and 3 of this section, shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the employer in an amount equal to the difference.

VI - Factors Relating to Employment - Sick Leave, Leave of Absence, Etc. - G

G. LEAVE OF ABSENCE OR LAYOFF AND INSURANCE

During all such leave or layoff time an employee shall be permitted to participate in the group health and life insurance programs, provided he/she remits the full monthly premium when same is due.

VI - Factors Relating to Employment - Sick Leave, Leave of Absence, Etc. - H

H. LEAVE FOR LEGAL REASONS

Employees will be permitted to be absent for one day per year without loss of pay, for legal reasons, i.e., adoption proceedings, settlement of wills, court actions, real estate closings. The employee will be expected to notify his/her supervisor at least three days prior to such absence. The employee will be expected to be absent only as long as necessary.

VII - Insurance - A

A. HEALTH INSURANCE

1. Group insurance coverage shall be available the first (1st) day of the month following one month of employment. Notwithstanding the above, until January 1, 2008, or the first of the month following thirty (30) days from the issuance of the arbitrator's award, whichever is later, the benefit plan(s) shall be the same as that provided to "teachers" in the teachers' collective bargaining unit. All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage. Eligible employees may choose from the following plans:
 - a. The District shall offer, at no cost to the employee (through June 30, 2011), the option of membership in one of the following qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan or Physicians Plus. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District

employees by each of the three HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan. Commencing July 1, 2011, the District can require employees to make insurance premium contributions not to exceed 5% of the monthly premium for both single and family coverage.

- b. Any time after June 30, 2012, the District can change this provision without negotiating with the Union and require employees to make additional insurance premium contributions. The District's authority to unilaterally take action pursuant to this provision shall sunset on June 30, 2013. Any actions taken by the District pursuant to this provision prior to the sunset date shall remain in effect.
2. Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce, or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee, who has carried the family health insurance experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within thirty (30) days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

Pursuant to the terms and conditions set forth in Addendum F (Criteria Regarding Extension of Health Benefits to Designated Family Partner), an employee may add his/her designated family partner as they would their spouse. In such cases, his/her designated family partner's dependent child(ren) may also be added.

3. a. Retirees may continue in the insurance plan(s) currently available through the collective bargaining agreement provided they pay 100% of the premiums for same directly to the insurance carrier, further provided they are over fifty-five (55) years of age upon retirement, and are an immediate annuitant of the Wisconsin Retirement Fund.
 - b. Employees eligible for disability retirement benefits (i.e. Wisconsin Retirement System or Social Security) may continue in the insurance plan(s) currently available through the collective bargaining agreement provided they pay the full monthly premium.
4. **Waiver of Premium**
The contracts which provide health insurance benefits shall provide Waiver of Premium. Said waiver shall be for a period of thirty-three (33) months.
 - a. The Waiver of Premium becomes effective at such a time as the employer contribution for health insurance ceases for a member of the collective bargaining unit, given the employee is on a medical leave of absence and has health insurance coverage via the Collective Bargaining Agreement.
5. If death should occur to an employee who had been actively carrying designated family partner (DFP) insurance, his/her designated family partner's dependent children, if also enrolled, will continue to receive benefits which are in force at the time of the death of the employee, provided they pay the full premium, until the first of the following occurs:

- a. Eighteen (18) months from the death of the employee; or
- b. The partner elects to discontinue coverage in the District's benefits program.

VII - Insurance - B

B. GROUP LIFE INSURANCE

1. Group Life Insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.
2. The Board shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the Board's contribution. Such contributions shall be made via payroll deduction.
3. Changes in the current benefit structure and/or carrier may be made through mutual agreement by the parties to the Agreement.
 - a. Designated family partners and their children are covered as dependents for purposes of dependent life insurance benefits.

VII - Insurance - C

C. UNEMPLOYMENT COMPENSATION

The Employer will continue to provide Unemployment Compensation Insurance as required by law.

VII - Insurance - D

D. WORKER'S COMPENSATION

1. All employees shall be covered by worker's compensation insurance. Any employee who is injured on the job shall report the injury to the Administrative Services Department. Employees are encouraged to report such injuries within forty-eight (48) hours or as soon as practical after the injury occurs.
2. Benefits while on Worker's Compensation: If any employee is injured while in the performance of duties for the District, the District shall continue to provide worker's compensation insurance and the employee will be compensated in the following manner:
 - a. When an employee is in pay status, the employee shall be paid by the District at 100% of the salary schedule rate he/she was paid prior to such injury, and the District shall retain all Worker's Compensation pay received from the carrier on the employee's behalf. Said pay shall continue for a period not to exceed one hundred eighty (180) working days for any one such injury or illness. During such period that the employee is receiving pay under the provisions of this Section, he/she shall continue to accrue sick leave and vacation credits (if applicable). No employee by reason of this Section shall receive pay for more than fifty-two (52) weeks in any calendar year, provided however, nine (9) and ten (10)-month employees shall not be entitled to provisions of this Section during periods when they are not scheduled to be paid by the District. The employee must

provide a physician's report substantiating the injury and the District's Return-to-Work Form must be completed and filed by the physician before the employee returns to work.

3. Challenge of Worker's Compensation Claim: If a Worker's Compensation claim is contested, the Board of Education continues to pay the employee's full salary during the period of disability up to a maximum of the number of work days following the date of the accident equal to the number of sick leave days then accumulated by such employee providing the employee files a written request for such payment with the Board of Education. If the contested claim is settled in favor of the employee, the provisions of paragraph 2, above, are retroactively applicable and the number of sick leave days consumed is restored to the credit of the employee.

VII - Insurance - E

E. INCOME PROTECTION/LONG TERM DISABILITY

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long term disability insurance coverage.

1. Eligibility determined by medical statement of employee disability.
2. Payment of insurance to commence after seventy-five (75) calendar days or fifty-five (55) work days of absence, whichever is sooner. Employee is allowed use of accumulated sick leave during this period. The employee does not have to exhaust accumulated sick leave account prior to being eligible for LTD benefits.
3. LTD benefit is to be paid at the rate of eighty percent (80%) of the employee's regular rate of pay at the date of disability. This benefit may be periodically increased by a cost of living adjustment (COLA) according to the calculation and decision of the carrier. The maximum monthly plan benefit is six thousand five hundred dollars (\$6500). The monthly benefit shall be reduced by the amount of any Other Income Benefit to which the employee is entitled as defined in the LTD certificate.
4. Benefit payments are payable up to age 70 as required by law and as set out in the LTD certificate. Said table shall be changed if necessary to comply with all applicable federal guidelines.
5. Should the terms of the LTD insurance plan be improved for any bargaining unit, said improvement shall also be applied to this bargaining unit effective with the date of the change.

VII - Insurance - F

F. TAX DEFERRED ANNUITY

Employees, upon written request to the Secretary of the Board of Education, may participate in a group tax deferred annuity program of their choice from plans authorized by the Secretary and on file in the School District's Business Services Department. New agents wishing to market tax deferred annuity programs must apply to the Secretary for authorization to solicit employees. In order to be considered and approved, an agent must be licensed in Wisconsin and maintain an office and residence in the Madison Metropolitan Area (or be affiliated with a licensed company with an office located in the Madison Metropolitan Area). Companies which do not maintain an office in the Madison Metropolitan District Area and/or are not affiliated with a licensed company in said Area will be approved by mutual agreement between MTI and the District. The School District reserves the right to reject any new company for which additional services are required by such company's operating procedures beyond those provided for companies already authorized. The following rules shall govern said annuity programs:

1. There shall be no solicitation of employees during working hours by the authorized agents.
2. Solicitation may be made by the authorized agents in the following manner:
 - a. Authorized agents may place advertising in the publications of Madison Teachers with an application for employees to complete requesting solicitation, or Madison Teachers may place such an application in its publication.
3. A Representative of Madison Teachers may request an authorized agent to present his company's program to the members of the bargaining unit. Employees may then complete an application requesting individual presentation. Such meetings may be held only after the contracted work day.
4. The School District reserves the right to require a minimum total of five participants before establishing deductions for any new company. This provision may be invoked if the number of participating companies reaches thirty (30) and it is determined that the provision is necessary for efficiency of operation.
5. Agreements to permit initial participation in a tax deferred annuity program shall be made on the proper form to be provided by the Payroll Services. Completed agreements will be submitted to the Secretary of the Board of Education by the authorized agents.
6. A minimum of ten dollars (\$10) per paycheck shall be permitted for payroll deduction. All other amounts must be in multiples of five dollars (\$5).
7. The employee is responsible for computing a legally allowable maximum deposit.
8. For employees paid bi-weekly, a deduction will be made from each paycheck with the exception of those employed on a 10-month basis. Such employees will have deductions from each check except the four bi-weekly payrolls during the summer. The School District shall deduct the authorized amount from each participant's regular salary check and forward such directly to the company.
9. Employees transferring into the Madison Metropolitan School District who have been enrolled in a tax deferred program in another school system may be permitted to continue said program with the approval of the Secretary of the Board of Education subject to the provision noted in #4 above.
10. New enrollments are permitted anytime during the calendar year if the proper form is filed with the Secretary of the Board of Education. Forms must be received by the School District at least twenty (20) working days prior to a payday in order for deductions to begin.
11. Internal Revenue Service regulations provide that a salary reduction agreement for a tax deferred annuity program must be for a period of at least one year except that this requirement does not apply to the first agreement that has less than one year to run. The Madison Metropolitan School District rules for making a change are as follows:
 - a. No more than four (4) changes in a salary reduction agreement (either an increase or a decrease) are permitted over a period of two (2) calendar years. This may be accomplished at anytime during the calendar year but the proper form must be received by the School District at least twenty (20) working days prior to a payday on which the change in deduction is to be implemented.
 - b. A salary reduction agreement may be stopped during a calendar year at anytime if the proper form is submitted to the School District at least twenty (20) working days prior to

a paydate on which the deduction is to be stopped. A new agreement may be started in a subsequent calendar year.

12. Employees eligible to participate in the State Teachers Retirement System may participate in the Teachers Retirement tax deferred annuity program in addition to one tax deferred private company annuity program if they so desire. If two programs are selected, the salary reduction agreements for both programs must be combined to determine if the total is within the legally allowable maximum deposit. (Those not eligible for participation in the State Teachers Retirement System may participate in only one tax deferred annuity program approved by the Secretary of the Board of Education.)

VII - Insurance - G

G. DENTAL INSURANCE

The District shall provide Dental Insurance identical to the plan provided to teachers under the teachers' collective bargaining agreement:

1. General Provisions

- a. Eligibility and Coverage: All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.
- b. Eligible employees on leave of absence may continue group dental insurance coverage available through this Agreement during their approved leave by reimbursing the District for full premium costs. Full premiums are due from the employee as of the first of the month of coverage following one month of unpaid status by the District.
- c. An eligible employee on layoff may continue group dental insurance coverage available through this Agreement during the recall period, but not to exceed thirty-six (36) months from the effective date of the layoff by reimbursing the District for full premium costs. The thirty-six- (36) month period set forth above runs concurrently with any rights provided under state and federal COBRA benefit provisions.
- d. An eligible retiree, as defined in Section III-F, may continue his/her dental insurance coverage available through this Agreement by reimbursing the District for full premium costs through Section III-F-1 or personal payment when such funds are exhausted.

2. Benefit Structure

- a. Maximums: \$1,000 per person per policy year (January 1 through December 31)

Orthodontia: \$2,000 lifetime per person

Preventative: Twice per policy year

- b. Deductible:

Preventative	\$0
Basic Benefits	\$0*
Major Services	\$0*
Orthodontia	\$0

- c. Co-Insurance*:

Preventive	100%
Basic Benefits	50%
Major Services	50%
Orthodontia	65%

- d. Description of Benefits:

- 1) Preventative:
 - Bitewing X-Ray
 - Cleaning
 - Fluoride Treatments (dependents under age 17)
 - Examinations
 - Sealants
 - Panoramic X-Ray (once per 24-month period)

- 2) Basic Benefits:

Extractions (Local or General Anesthesia)	Root Canal Therapy
Fillings	Emergency Treatment to Relieve Pain
Oral Surgery	Endodontics
Periodontics	Denture Repair
Inlays	Crown Restoration
Space Maintainers (Dependents under age 19)	Prophylaxis

- 3) Major Services

Crowns	Bridges
Onlays	Dentures
Implants	

- 4) Orthodontia: All procedures

e. Exclusions: No benefit will be provided for dental services if:

- 1) Covered by Worker's Compensation or similar legislation, regardless of whether the participant elects to claim its benefits.
- 2) Furnished by the United States Veterans Administration, any federal or state agency, or any local political subdivision, when the participant or his property is not liable for their costs.
- 3) Required because of an injury, sickness or disease caused by atomic or thermonuclear explosion, or radiation resulting there from, or any type of military action whether friendly or hostile.
- 4) Performed for cosmetic purposes.
- 5) Performed either before the effective date or after the termination date of the participant's coverage under this contract.
- 6) For replacement of lost or stolen dentures or other prosthetic devices.
- 7) Surgical services covered by a health insurance plan.
- 8) Charges exceed the carrier's reasonable and customary amount.
- 9) Crowns, bridges or dentures are replaced prior to five (5) years, then a prorated amount is paid.

f. Coordination of Benefits: If an eligible member has dental benefits under other group plan(s), the MMSD plan will coordinate allowable expenses from this plan with other plan(s). An "allowable expense" is a necessary, reasonable and customary charge for an item covered at least partly by one or more plans covering the person making the claim.

When another plan is primary, the MMSD plan is the secondary plan. Depending on the benefit paid by the primary plan, up to one hundred percent (100%) benefit between the two plans, but not more than that, may be paid. The secondary plan's payment may be reduced when the sum of all plans' payments exceed the allowable expense.

3. Employer Contribution

The District shall contribute:

- a. For single coverage: 90% of the monthly premium cost.
- e. For family coverage: 90% of the monthly premium cost.

Those who have a designated family partner pursuant to Addendum G shall qualify for family coverage.

4. The above-referenced terms and conditions will be modified to be consistent with any change in the MTI/MMSD "teacher" Collective Bargaining Agreement as regards dental coverage. The effective date will be pursuant to that for members of the "teacher" collective bargaining unit.

VII - Insurance - H

H. LONG TERM CARE

The District will offer a voluntary long-term care insurance program, mutually agreed to by the parties. All bargaining unit members who are employed 19 hours or more per week are eligible for long term care insurance provided they make application within thirty (30) days of employment. The long term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

VIII - Other Board and MTI Agreements - A

A. CONTRACT PRINTING

The Agreement shall be printed and distributed to all employees at the expense of the Board of Education.

VIII - Other Board and MTI Agreements - B

B. WORKSTOPPAGE

1. No Strike

The Union recognizes the validity of 111.70 of the Wisconsin Statutes and agrees not to support any action in violation of said statutes.

2. No Lockout

The Employer will not lock out employees.

VIII - Other Board and MTI Agreements - C

C. SEVERABILITY

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

VIII - Other Board and MTI Agreements - D

D. TRAINEE PROGRAMS

1. Trainee programs for employees without necessary experience may be established by the mutual agreement of the Employer and the Union. Such programs shall not exceed one (1) year's duration unless the parties mutually agree to a longer training period.
2. Extension of the new employee trainee programs or development of on-the-job training programs as may be appropriate shall be negotiated by the parties.

VIII - Other Board and MTI Agreements - E

E. BULLETIN BOARDS/SCHOOL MAIL

MTI may use space on bulletin boards and the school mails to disseminate information about official Union business - provided such utilization does not disrupt or cause substantial cost to the District and is not commercial or political. A copy of such MTI materials shall be provided to the Director of Labor Relations. MTI will hold the District harmless from any fines or liability for postage that may be imposed upon the District as a result of such continuing use of the inter-school District mail delivery system.

VIII - Other Board and MTI Agreements - F

F. LIMITATIONS UPON UNION ACTIVITY

1. Union meetings shall not be held on Employer's time.
2. Union officers and other designated representatives shall conduct Union business off the job. This provision shall not, however, preclude Union officers or other designated representatives from posting Union notices, meeting with Employer representatives on grievances and/or for discussion of contract administration, etc.

VIII - Other Board and MTI Agreements - G

G. UNIFORM ALLOWANCE

In the event that any employee shall be required as a condition of his/her employment to wear any particular kind of uniform or other special clothing, identification patch or material, or any protective gear or device, such uniform, special clothing, identification, or protective gear shall be furnished by the employer.

VIII - Other Board and MTI Agreements - H

H. EFFECTIVE DATES

This document entitled Collective Bargaining Agreement (Master Contract) - between the Board of Education of the Madison Metropolitan School District and Madison Teachers Incorporated, which commences August 8, 2010 and continues through June 30, 2013 governing the members of the collective bargaining unit defined in Section I-B and is effective as of August 8, 2010 and shall continue in full force until June 30, 2013. If new agreements are reached, a new master agreement shall be published which shall contain all present agreements published herein and such changes, additions or deletions as shall be mutually agreed to.

CONTRACT DEADLINES WHICH OCCUR ON WEEKENDS

Deadline dates, as referenced in this Agreement, which occur on a weekend will be extended to the following Monday.

VIII - Other Board and MTI Agreements - I

I. EXTENT OF AGREEMENT

This contract expresses, embodies and includes the full and complete agreement between the parties, for the full term hereof and shall not during such term be reopened except as mutually agreed upon. This Agreement supersedes any previous agreements, whether oral or in writing, between the parties.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives.

VIII - Other Board and MTI Agreements - J

J. REIMBURSEMENT FOR LOSS OF, OR DAMAGE TO, PERSONAL PROPERTY

1. Motor Vehicles.

An employee may, as part of his/her duties, be required or requested by an administrator/supervisor to transport students in his/her motor vehicle.

The District shall reimburse employees for the cost of repairing any damage caused to such private vehicle or station wagon, whether accidentally or intentionally caused, by student(s) being transported by an employee.

2. Personal Property Utilized in the Educational Process with the Written Approval of the Administration.

An employee may, in his/her discretion or at the request of an administrator or supervisor, bring personal property upon the District premises for use in the educational process.

The District shall reimburse such employees for the cost of repairing or replacing such property if it is damaged or destroyed upon the school premises, provided, however that the involved employee has notified his/her principal or supervisor of his/her bringing such personal property on the school premises for use in the educational process, on a form to be provided by the District and has further obtained, in writing, on said form, his/her principal or supervisor's approval for his/her doing so.

Principals and/or supervisors shall not approve personal property use under this provision if the property can otherwise be obtained in the District. The principal shall indicate the appropriate time period (i.e. days or hours) covered by the approval, and said time period shall not include days when school is not in session for more than two days. The employee who uses personal property pursuant to this section shall take precautions with said property to the degree of care that a reasonably prudent owner would exercise.

3. Personal Property Damaged as a Result of Battery Being Committed Upon an Employee.

The District shall reimburse employee(s) for the cost of repairing or replacing personal property which is damaged or destroyed as a result of a physical altercation initiated by a student.

RESTRICTIONS APPLICABLE TO ABOVE PROVISIONS

1. Damage and/or loss due to employee negligence is excluded from the above coverage provisions.
2. Damage or loss for any individual claim shall be limited to \$200 per claim except for a claim under #3 above which shall be limited to \$300.
3. Within five (5) days of any loss or damage herein, the employee must submit a claim form to his or her principal for reimbursement. The principal or supervisor will approve or deny said claim within ten (10) days.
4. Disputes arising under these provisions shall be resolved by submitting the same to an independent third party chosen by the District and MTI. The costs of this procedure, if any, shall be shared equally by the parties.
5. Employees who receive reimbursement under this agreement shall cooperate with the District in any and all attempts to recover damages from the student or parents of said student.
6. The above agreement does not include damage to vehicles parked on school property.

ADDENDUM C

RE: Substitute Clerical/Technical/Secretarial Employees

This is an addendum to the Supportive Educational Employees Collective Bargaining Agreement, August 8, 2010 through June 30, 2013.

If the District chooses to employ and assign substitute clerical/technical/secretarial employees, then the provisions of Addendum C are applicable. The provisions of this section do not restrict the District's right to employ and assign non-bargaining unit personnel or personnel employed through employment agencies to perform work during an emergency, temporary absence or the unavailability of "employee(s);" or during the training of "employee(s)," pursuant to Section I-A-3 of the Collective Bargaining Agreement.

I. Applicable Provisions:

All provisions of the Supportive Educational Employees Collective Bargaining Agreement are applicable to the substitutes employed and assigned for this unit except the following:

I-C	Consideration
III-A	Salary
III-B	Longevity
III-C	Salary Increment Increases
III-E	Separation from Service
III-F	Retirement*
III-J	District Employee Hired Into the Bargaining Unit
IV-B	Evaluation of Employee During Probationary Period
IV-C	Evaluation of Non-Probationary
IV-D	Seniority
IV-E	Transfer of Assignment, Demotion
IV-F	Job Posting
IV-G	Surplus, Layoff and Rehire
IV-H	Discipline, Suspension, Discharge
V-A	Hours of Work
1,2,3,5	
V-B	Holidays
V-C	Snow Days or Emergency Situations
V-D	Annual Paid Vacation
V-E	Educational Release Time
V-F	Religious Holidays
VI-A	Sick Leave
VI-B	Leave for Death in the Family
VI-D	Leave of Absence
VI-E	Maternity Leave*
VI-F	Military Leave*
VI-G	Leave of Absence and Seniority
VI-H	Leave of Absence or Layoff and Insurance
VI-J	Leave for Legal Reasons
VII-A	Group Hospital and Surgical Insurance
VII-B	Group Life Insurance
VII-E	Income Protection/Long Term Disability
VII-F	Tax Deferred Annuity
VII-G	Dental Insurance
VIII-D	Trainee Programs

- * All laws and regulations applicable to these substitute employees relating to these issues shall be administered.

II. The following provisions also apply only to the substitutes covered in this addendum.

A. Hourly Rate

Substitute clerical, technical and secretarial employees shall be compensated at an hourly rate equal to the Grade 1, Step 1, bi-weekly base salary multiplied by .0125696.

B. Long-Term Rate

1. A substitute clerical, technical or secretarial employee who works a minimum of seven (7) consecutive work days for the same regular employee shall be paid the hourly rate equal to the Grade 1, Step 1, bi-weekly base salary multiplied by .0133591.
2. A substitute clerical, technical, or secretarial employee who works a minimum of thirty (30) consecutive work days for the same regular employee shall be paid the hourly rate equal to Step 1 of the pay grade in which the regular employee is assigned.
3. A retired member of the SEE unit who substitutes as a clerical, technical or secretarial employee shall be paid pursuant to Section III-F of the SEE-MTI Collective Bargaining Agreement.

C. Substitute Call-In Pay

A substitute employee who is called in error for an assignment and reports to said assignment and is not subsequently reassigned, shall receive one-half (.5) of the applicable per diem rate. Should the substitute be reassigned to another school or work location for that day, said substitute shall be reimbursed for mileage between the original and subsequent school to which the employee is assigned, in accordance with Section III-H of the Collective Bargaining Agreement.

- D. A substitute clerical, technical and secretarial employee shall be treated equally with all other external candidates for vacant positions in this unit.

- E. Following successful completion of probation, substitute, technical or secretarial employees shall not be terminated without cause. The probationary period shall be defined as sixty (60) working days within a three (3) year period. The employee would stay on probationary status if the employee does not work a total of sixty (60) days within a three (3) year period.

- F. In addition to the provisions of III-H, substitute clerical, technical and secretarial employees assigned and working the same day at more than one school or work location shall be reimbursed at the mileage rate.

- G. Substitute employees may enroll with the Group Health Insurance program currently available through the master contract provided they pay one hundred percent (100%) of the premiums for same directly to the insurance carrier.

ADDENDUM D

RE: Clerk Receptionist

This is an addendum to the Supportive Educational Employees Collective Bargaining Agreement, August 8, 2010 through June 30, 2013.

Employees Covered by this Addendum

Following litigation between the District and MTI in 1992 a Consent Award was issued creating a new classification in this unit. The Consent Award required that a number of Educational Assistants who work in offices be moved from the Educational Assistant Unit into this Unit and be placed in a new classification. The new classification shall be called Clerk-Receptionist and shall be placed at Grade 1.

At the time of the Award the parties agreed on the locations of the newly classified positions (it being understood that these positions were created by converting the Educational Assistant allocation presently associated with the position to an allocation for the newly created Supportive Educational Employees Unit). If, after the issuance of the Award, a Clerk-Receptionist job is created in the main office or high school grade level offices of a school in which the employee assigned will work 3/4 or more of their assigned time on Clerical Tasks, the new position shall be governed by the terms of this Addendum.

Clerical Tasks include typing, computer data entry/word processing, filing, editing, accepting and record-keeping of funds for meals and student activities. Attendance record-keeping and safe arrival calls, answering the telephone, photocopying, dittoing, collating and stapling, will be considered Clerical Tasks only if performed in conjunction with the above Clerical Tasks and if these supportive tasks do not exceed 25% of the 75% calculation. (Tasks associated with the initial automation of school libraries and tasks associated with the circulation of library materials will not be considered clerical in nature.)

Employees awarded Clerk-Receptionist positions shall not be required to pass any skills test in order to retain their current job. However, if these employees leave their positions for any reason (except involuntary movement), the employee will be required to pass all skills tests related to the new position. All future applicants for any position covered by this Addendum will be required to pass any skills test required by the employer.

Since the new positions differ from other positions in the Supportive Educational Employees Unit in that the new positions are hourly, nine months and part-time, it is necessary for specific issues to be addressed in this addendum.

I. All provisions of the Supportive Educational Employees Collective Bargaining Agreement are applicable to the Clerk-Receptionist position in Grade 1 except the following:

- III-A Salary
- V-A Hours of Work as it Relates to Lunch Periods and Breaks
- V-B Holidays
- V-D Annual Paid Vacation
- V-E Educational Release Time
- VI-A-2 Sick Leave

II. The following provisions also apply only to the Clerk-Receptionists covered in this addendum:

- A. Salary

1. Clerk-Receptionists shall be compensated at Grade 1 based on the following hourly rates of pay:

<u>Grade 1</u>	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
1	15.31	15.77	16.00	16.23	16.38	16.53	16.69	16.84	16.99	17.07	17.15	17.30
2	15.89	16.37	16.61	16.84	17.00	17.16	17.32	17.48	17.64	17.72	17.80	17.96
3	16.55	17.05	17.29	17.54	17.71	17.87	18.04	18.21	18.37	18.45	18.54	18.70
4	17.19	17.71	17.96	18.22	18.39	18.57	18.74	18.91	19.08	19.17	19.25	19.42
5	17.90	18.44	18.71	18.97	19.15	19.33	19.51	19.69	19.87	19.96	20.05	20.23

Any time after June 30, 2012, the District can increase or decrease the wages as shown in the above schedule without negotiating with the Union. The District's authority to unilaterally take action pursuant to this provision shall sunset on June 30, 2013. Any actions taken by the District pursuant to this provision prior to the sunset date shall remain in effect.

2. The employees covered by this addendum shall be paid on the same bi-weekly schedule as other Supportive Educational Employees.

B. Longevity Pay

Longevity payments shall be effective on the first day of the bi-weekly pay period in which the required length of service is completed. Nine-month employees shall only be credited with nine (9) months of service in any one-year period for the purpose of determining their placement on the longevity pay schedule. Employees who work beyond nine (9) months shall receive longevity credit for their additional service.

C. Assignment Flexibility

The District may temporarily assign a Clerk-Receptionist to nonclerical work based on school needs. However, Clerk-Receptionists so assigned will continue to be accorded the wages, hours and conditions of employment set forth in the Supportive Educational Employees Collective Bargaining Agreement during these temporary assignments.

D. Hours of Work

The Clerk-Receptionist works only as many hours as assigned by the District. These may be adjusted annually depending on the needs of the District.

E. Layoff

Clerk-Receptionists, for the purposes of layoff within the Clerk-Receptionist classification only, shall have their anniversary date established as the date of their most recent hire as an Educational Assistant with the District followed by continuous service.

F. Lunch and Break

Clerk-Receptionists working four (4) to six (6) hours per day shall be provided one-half (½) hour unpaid duty-free lunch. Clerk-Receptionists working six (6) or more hours per day shall be provided a ¾-hour unpaid duty-free lunch. In addition, for each four hours worked per day, each Clerk-Receptionist shall receive one fifteen (15) minute paid break. The remainder of Section V-A shall be applicable to these employees.

G. Holidays

All Clerk-Receptionists covered by this addendum who work in the pay period the holiday falls in and work their last scheduled shift the day before and their first scheduled shift the day after the holiday, or are off on account of an excused absence, shall be paid for the same number of hours they would have worked if the day had not been a holiday for the following holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24
December 25
December 31
New Year's Day
Martin Luther King Day
The first Friday of spring break, as set forth in the Teacher Collective Bargaining Agreement
Memorial Day

H. Sick Leave

1. An employee is entitled to the application of earned sick leave when his/her absence from duty is required because of bona fide illness, bodily injury, diagnostic treatment, dental procedures, optician's services, exposure to a contagious disease, or attendance upon members of the employee's or his/her spouse's immediate family whose serious illness requires the care of such employee. The immediate family under this subsection shall be limited to:

- a. Father or Mother (including step parents)
- b. Husband or Wife
- c. Children (including foster and step children)
- d. Brother or Sister*
- e. Grandparents*
- f. Grandchildren*

* An employee shall be entitled to the application of earned sick leave to attend upon members of the immediate family, noted above with an asterisk, when that family member resides in the employee's household. An employee shall be entitled to the application of up to five (5) earned sick leave days in any contract year to attend upon brothers, sisters, grandparents or grandchildren when those family members do not reside in the employee's household.

2. Sick leave for Clerk-Receptionists shall be earned at the rate of 20 hours worked equals one hour of personal illness leave. Sick leave accumulates to a maximum of one hundred fifty (150) full-time (7 hours and 45 minutes) days.

3. Employees may elect to use other earned compensatory time to extend their sick leave with pay when such time off with pay is due them and required for the purpose specified in paragraph 1.

4. Employees shall, when possible, be required to inform their supervisor prior to, or within the first one-half hour of their normal daily starting time, of their need to be absent, however, employees working late shifts shall, when possible, notify their supervisor of their need to be absent by 8:30 a.m. The Employer may require evidence

to support a sick leave claim when there is evidence that sick leave is being misused or in the event of an absence extending beyond three (3) days.

5. Employees earning sick leave in excess of one hundred-fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times seventy-five percent (75%) of the excess days. This payment is to be made on the pay day immediately preceding December 25. All employees eligible for this payment will have their excess sick leave paid and their sick leave balance reduced to one hundred-fifty (150) days as of the last pay day immediately preceding December 25.

ADDENDUM E

RE: Family/Community Liaison

This is an addendum to the Supportive Educational Employees Collective Bargaining Agreement, August 8, 2010 through June 30, 2013.

Employees covered by this Addendum

In January 1993, MTI filed a Petition to Clarify Bargaining Unit requesting that the position of Parent Liaison, currently Family/Community Liaison, be moved from its current position in the Educational Assistant Bargaining Unit to the Supportive Educational Employees Bargaining Unit. Following extensive negotiations, the parties agreed to place the Family/Community Liaison position in the SEE Unit at Grade 1 of the salary schedule.

Family/Community Liaisons work to enhance communications between home and school and assist parents and families in understanding school policies, community resources and related issues. Because this position differs from other positions in the Supportive Educational Employees Unit in that these new positions are hourly, nine-month positions and may be part-time, it is necessary for specific issues to be addressed in this addendum.

I. All provisions of the Supportive Educational Employees Collective Bargaining Agreement are applicable to the Family/Community Liaison position in Grade 1 except the following:

- III-A Salary
- V-B Holidays
- V-E Educational Release Time
- VI-A-2 Sick Leave

II. The following provisions also apply only to the Family/Community Liaison position covered in this addendum:

A. Salary

1. Family/Community Liaisons shall be compensated at Grade 1 based on the following hourly rates of pay:

<u>Grade 1</u>	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
1	15.31	15.77	16.00	16.23	16.38	16.53	16.69	16.84	16.99	17.07	17.15	17.30
2	15.89	16.37	16.61	16.84	17.00	17.16	17.32	17.48	17.64	17.72	17.80	17.96
3	16.55	17.05	17.29	17.54	17.71	17.87	18.04	18.21	18.37	18.45	18.54	18.70
4	17.19	17.71	17.96	18.22	18.39	18.57	18.74	18.91	19.08	19.17	19.25	19.42
5	17.90	18.44	18.71	18.97	19.15	19.33	19.51	19.69	19.87	19.96	20.05	20.23

Any time after June 30, 2012, the District can increase or decrease the wages as shown in the above schedule without negotiating with the Union. The District's authority to unilaterally take action pursuant to this provision shall sunset on June 30, 2013. Any actions taken by the District pursuant to this provision prior to the sunset date shall remain in effect.

2. The employees covered by this addendum shall be paid on the same bi-weekly schedule as other Supportive Educational Employees.

B. Longevity Pay

Longevity payments shall be effective on the first day of the bi-weekly pay period in which the required length of service is completed. Nine-month employees shall only be credited with nine (9) months of service in any one year period for the purpose of determining their placement on the longevity pay schedule.

Note: Family Community Liaisons will be subject to the same Service Bonus provisions as all other members of the SEE Unit.

C. Hours of Work

The Family/Community Liaison works only as many hours as assigned by the District. These may be adjusted annually depending on the needs of the District. The Family/Community Liaison hours shall be flexible in nature. Overtime will apply only to hours which exceed 38.75 hours per week.

D. Holidays

All Family/Community Liaisons covered by this addendum who work in the pay period the holiday falls in and work their last scheduled shift the day before and their first scheduled shift the day after the holiday, or are off on account of an excused absence, shall be paid for the same number of hours they would have worked if the day had not been a holiday for the following holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24
December 25
December 31
New Year's Day
Martin Luther King Day
The first Friday of spring break, as set forth in the Teacher Collective Bargaining Agreement
Memorial Day

E. Sick Leave

1. An employee is entitled to the application of earned sick leave when his/her absence from duty is required because of his/her child's or spouse's bona fide illness, bodily injury, diagnostic treatment, dental procedures, optician's services, exposure to a contagious disease, or attendance upon members of the employee's or his/her spouse's immediate family whose serious health condition requires the care of such employee. The immediate family under this subsection shall be limited to:

- a. Father or Mother (including step parents)
- b. Husband or Wife
- c. Children (including foster and step children)
- d. Brother or Sister*
- e. Grandparents*
- f. Grandchildren*

Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:

- a. Inpatient care in a hospital, nursing home or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
- * An employee shall be entitled to the application of earned sick leave to attend upon members of the immediate family, noted above with an asterisk, when that family member resides in the employee's household. An employee shall be entitled to the application of up to five (5) earned sick leave days in any contract year to attend upon brothers, sisters, grandparents or grandchildren when those family members do not reside in the employee's household.
2. Sick leave for Family/Community Liaisons shall be earned at the rate of 20 hours worked equals one hour of personal illness leave. Sick leave accumulates to a maximum of one hundred fifty (150) full-time (7 hours and 45 minutes) days.
 3. Employees may elect to use other earned compensatory time to extend their sick leave with pay when such time off with pay is due them and required for the purpose specified in paragraph 1.
 4. Employees shall, when possible, be required to inform their supervisor prior to, or within the first one-half hour of their normal daily starting time of their need to be absent, however, employees working late shifts shall, when possible, notify their supervisor of their need to be absent by 8:30 a.m. The Employer may require evidence to support a sick leave claim when there is evidence that sick leave is being misused or in the event of an absence extending beyond three (3) days.
 5. Employees earning sick leave in excess of one hundred fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times seventy-five percent (75%) of the excess days. This payment is to be made on the pay day immediately preceding December 25. All employees eligible for this payment will have their excess sick leave paid and their sick leave balance reduced to one hundred-fifty (150) days as of the last pay day immediately preceding December 25. The employees shall have the option to have such funds placed in a TSA, subject to the limitations set forth in Section VII-F.
 6. Family and Medical Leave Act Leave: A designated family partner, as set forth in Addendum G, shall be considered to be a spouse for benefit purposes of eligibility under the Wisconsin Family and Medical Leave Act provided said individual is otherwise eligible under the Act.

ADDENDUM F

Re: Limited Term Employees

This is an Addendum to the Supportive Educational Employees (SEE) Collective Bargaining Agreement, August 8, 2010 through June 30, 2013. This addendum sets forth the additions, exclusions and amendments to that Agreement as it affects those who perform SEE unit work on a limited term basis.

1. “Limited Term” is defined, for purposes of this Addendum, as SEE unit work which extends for ten (10) weeks or less.
2. “Extended Limited Term” is defined, for purposes of this Addendum, as SEE unit work which is greater than ten (10) weeks but no more than one school year, which is funded with one-time funds, and with no expectation of continuing funding. The District shall not employ more than seven (7) extended limited term employees (inclusive of any personnel employed through a temporary agency) per year under this clause.
3. This addendum specifically excludes substitute clerical/technical/secretarial employees, and personnel employed through temporary agencies.
4. None of the provisions of the Agreement are applicable to persons who perform SEE unit work on a limited term or extended limited term basis, except the following:
 - a. III-A: Persons who perform SEE unit work on a limited term basis shall be paid at least Step 1 of the appropriate pay grade for the classification in which the work arises.
 - b. III-I: Sub-sections 2.a., 3., 4. and 6.
 - c. III-J: As set forth in the Collective Bargaining Agreement.
5. Extended Limited Term Employees, who at the time of hire are expected to work a minimum of ninety (90) days, shall also be eligible for group health and dental insurance pursuant to Sections VII-A and VII-G of this Agreement.
6. Secretarial, clerical, technical and related office duties shall whenever practicable first be offered, within the department at which the duties arise, to regularly employed bargaining unit members having the necessary qualifications and current ability to provide the type of limited term work available. In the event a regularly employed bargaining unit member accepts the duties offered to him/her under this clause, Undesirable Hours Premium Pay under Section III-D shall not be applicable; however, the regularly employed bargaining unit member may be subject to the overtime/compensatory time provisions of Section V-A-4 of this Agreement. Work under this clause may be reduced or withdrawn from the regularly employed bargaining unit member, or eliminated altogether, at any time without notice or appeal.
7. Persons who perform SEE unit work on a limited term or extended limited term basis shall be given equal consideration among other external applicants for regular positions for which they are qualified.

8. Should the District choose to employ persons to perform SEE unit work on a limited term or extended limited term basis, within ten (10) days of employment, the District shall provide MTI with the following information: a) the name of the person employed; b) the position and department to which they are assigned; c) the beginning and estimated end date of the assignment; and d) the purpose of the assignment.
9. This Addendum shall become effective August 8, 2010.

ADDENDUM G

CRITERIA REGARDING EXTENSION OF HEALTH BENEFITS TO DESIGNATED FAMILY PARTNERS

- PARTICIPANTS MUST BE IN A COMMITTED RELATIONSHIP (RELATIONSHIP OF MUTUAL SUPPORT, CARING AND COMMITMENT AND INTENDED TO REMAIN IN SUCH RELATIONSHIP IN THE IMMEDIATE FUTURE.
- REGISTRATION OF DESIGNATED FAMILY PARTNER WITH MADISON METROPOLITAN SCHOOL DISTRICT.
- EACH REGISTRANT MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER.
- REGISTRANTS MUST NOT BE MARRIED OR LEGALLY SEPARATED IN MARRIAGE, AND MUST NOT HAVE BEEN A PARTY TO AN ACTION OR PROCEEDING FOR DIVORCE OR ANNULMENT WITHIN SIX (6) MONTHS OF REGISTRATION, OR, IF ONE HAS BEEN MARRIED, AT LEAST SIX (6) MONTHS HAVE LAPSED, SINCE THE DATE OF THE JUDGEMENT TERMINATING THE MARRIAGE.
- COMPETENT TO CONTRACT.
- NEITHER PARTNER IS CURRENTLY REGISTERED IN ANOTHER DESIGNATED PARTNERSHIP, AND IF EITHER PARTY HAD BEEN IN SUCH A REGISTERED RELATIONSHIP, AT LEAST SIX (6) MONTHS HAVE LAPSED SINCE THE EFFECTIVE DATE OF TERMINATION OF THAT REGISTERED RELATIONSHIP.
- A PARTICIPANT MAY BE REGISTERED IN ONLY ONE SUCH RELATIONSHIP AT A TIME.
- THERE ARE NO BLOOD TIES CLOSER THAN THAT PERMITTED FOR MARRIAGE, FOR ONE TO QUALIFY FOR DESIGNATED FAMILY PARTNERS REGISTRATION.
- DESIGNATED FAMILY PARTNERS MUST LIVE TOGETHER TO QUALIFY FOR THIS BENEFIT (i.e. OCCUPY THE SAME DWELLING UNIT AS A SINGLE NON-PROFIT HOUSEKEEPING UNIT AND HAVE A RELATIONSHIP WHICH IS OF PERMANENT AND DOMESTIC CHARACTER.)
- RELATIONSHIP MUST NOT BE MERELY TEMPORARY, SOCIAL, POLITICAL, COMMERCIAL OR ECONOMIC IN NATURE (i.e. THERE MUST BE MUTUAL FINANCIAL INTERDEPENDENCY.)

BOARD OF EDUCATION OF THE
MADISON METROPOLITAN
SCHOOL DISTRICT

President

Secretary

Date Signed: _____

Date Approved: _____

SUPPORTIVE EDUCATIONAL EMPLOYEES
MADISON TEACHERS INCORPORATED

Travis Grover, President

John A. Matthews
Executive Director

Douglas Keillor
Assistant Executive Director

Date Signed: _____

Date Approved: _____

INDEX

Addendum C (Substitute Clerical)	40	Disability	32
Addendum D (Clerk Receptionist)	42	Health	29
Addendum E (Family/Community Liaison)	46	Life	31
Addendum F (Limited Term Employees)	49	Job Posting	15
Addendum G (Designated Family Partner)	51	Job Sharing	18
Annuity	32	Jury Duty	27
Arbitration	4		
Arthur Young Study	6	Lateral Transfers	7, 14
Assignments	14	Layoff and Insurances	29
		Layoff and Rehire	16
Breaks	20	Leaves of Absence	28
Bulletin Boards	37	Leaves of Absence and Insurance	29
		Leave for Death in Family	27
Clerk Receptionist	42	Leave for Legal Reasons	29
Collective Bargaining		Leave Without Pay	28
Representative	1	Life Insurance	31
Conference and Negotiation	2	Limited Term Employees	49
Contract Duration	38	Limitations upon Union Activity	37
Contract Printing	36	Long Term Care	36
		Lockouts	36
Death in Family, Leave for	27	Long Term Disability	32
Demotions	7, 14	Longevity Pay	6
Dental Insurance	34	Lunch and Breaks	20
Disability Insurance	32		
Disability Leave	28	Mail - Bulletin Board	37
Discharge	17	Management Rights	1
Disciplinary Action	17	Maternity Leave	28
District Employee Hired		Mercer Meidinger Hansen	4
into Bargaining Unit	12	Mileage	10
Dues Deductions	11	Military Leave	29
Educational Release Time	25	Night work	7
Effective Dates	38	Nondiscrimination	18
Emergency Situation	22		
Evaluation	13	Out of Classification work	7
Extent of Agreement	38	Overtime	20
Extra Duty Compensation	12		
		Paydate	9
Fair Share	11	Payroll Deductions	10
Family/Community Liaison	46	Personnel files	17
		Posting of Vacancies	15
Gender Reference	1	Probationary Period	13
Grievance Procedure	3	Physical Examination	18
Health Insurance	29	Reclassification Study	4
Holidays	21	Reduction, Staff	16
Hours of Work	19	Reemployment	17
		Reimbursement	
Income Protection/Long-		(Damage to Personal Property)	38
Term Disability	32	Religious Holidays	25
Insurance		Representation	1
Dental	34	Resignation	19

Retirement Contribution	9
Retirement Sick Leave Payment	8
Salary	4
Salary Increment Increases	7
Salary Schedule Implementation	5
School Mail	37
Seniority	14
Separation from Service	8
Severability	37
Short-term Disability	28
Sick Leave	25
Snow Days	22
Strikes	36
Subpoenaed Witness	27
Substitute Clericals	40
Surplus	16
Suspension	17
Tax Deferred Annuity	32
Telephone, Use of	29
Trainee Programs	37
Transfer of Assignment	14
Undesirable Hours Premium	7
Unemployment Compensation	31
Uniform Allowance	37
Union Activity	37
Vacation	23
Wages	4
Worker's Compensation	31
Work Stoppage	36