

# **EDUCATIONAL ASSISTANTS COLLECTIVE BARGAINING AGREEMENT**

**between**  
**Board of Education**  
**Madison Metropolitan School District**  
545 W. Dayton St.  
Madison, Wisconsin 53703

**and**

**Madison Teachers Inc.**  
821 Williamson St.  
Madison, Wisconsin 53703

**July 1, 2013 through June 30, 2014**

## **I - Recognition - A**

### **A. MANAGEMENT RIGHTS**

The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and constitution of the State of Wisconsin, and/or the United States including, without limiting the generality of the foregoing, the sole and exclusive right to hire, assign, transfer, promote, demote; to determine the basis of selection, retention and promotion; to direct and supervise the performance of any and all work; to establish the hours of work, to dismiss or lay off temporarily or permanently; to discipline, suspend, and discharge all educational assistants for just cause. Educational assistants do not have jurisdiction over any kind of work.

The exercise of the above powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as the Board may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **I - Recognition - B**

### **B. COLLECTIVE BARGAINING REPRESENTATIVE**

1. The Board of Education, pursuant to a Certification of Representatives for Joint School District No. 8, City of Madison, et. al. (Madison Metropolitan School District) (Case XX No. 17704 ME-1034, Decision No. 12654) made by the Wisconsin Employment Relations Board on June 17, 1974, recognizes Madison Teachers 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 with reference to the subjects under negotiation.

\* for all regular full-time and regular part-time educational assistants employed by the Madison Board of Education, Joint School District No. 8, (Madison Metropolitan School District) directly or indirectly assisting professional staff in the instructional program including teacher educational assistants, resource center educational assistants, library educational assistants, special education assistants, nurse's assistants, bilingual educational assistants, clerical educational assistants, and counselor educational assistants, but excluding lunchroom and playground supervisors, and all other employees.

2. Hereinafter the term "educational assistant" refers to anyone in the collective bargaining unit.
3. The wages, hours and conditions of employment for those employed as school nurse's assistants shall be the same as for those classified as "educational assistant" unless otherwise specified.
4. Educational assistants may perform clerical tasks and the performance of such clerical tasks as defined in subsection 5 does not constitute grounds for the removal of their position from the bargaining unit described in subsection 1 hereof, except where the clerical tasks

performed constitute seventy-five (75%) percent or more of the work performed by a bargaining unit member who is located in the main office or high school grade level offices of a school.

5. Educational assistants located in department offices, guidance offices, typing pools, or IMCs/LMCs or a school, who are assigned the performance of clerical tasks, as herein defined, for 75% or more of their work time shall be classified as clerical educational assistants. Clerical tasks including typing, computer data entry/word processing, filing, editing, accepting and recordkeeping of funds for meals and student activities. Attendance recordkeeping 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.)
6.
  - a. Lunchroom supervision is not exclusively the work of educational assistants and such work may be performed by District employees who are not members of the educational assistants' bargaining unit, however, effective with the 1993-94 school year, when such work is performed by educational assistants it shall be considered to be bargaining unit work and shall be treated as such under the Collective Bargaining Agreement governing educational assistants. When lunchroom supervision is not performed by educational assistants, it shall not be considered bargaining unit work, nor shall the employee providing such supervision be considered a member of the educational assistants' unit.
  - b. The term "District employee" as used in Section III-Salary-I of the Collective Bargaining Agreement includes those persons employed by the District as Noon Hour Supervisors.

## **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 Public Schools," or the "District;" and MADISON TEACHERS INCORPORATED, hereinafter referred to as "Madison Teachers," and also referred to as "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 year commencing July 1, 2014 shall be submitted to the duly authorized agent of the other party in writing and according to the timetable set forth in this agreement. Negotiations shall be conducted on

- a bi-annual basis unless otherwise mutually agreed upon. 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 negotiations.
- b. Timetable – Except as otherwise mutually agreed by the parties, all items initially proposed for negotiations shall be presented as follows:
    1. Presentation of initial proposal to be made on or about forty-five (45) days prior to the expiration of this agreement.
    2. Mutual arrangement for first meeting to consider initial proposals to be held on or about forty-five (45) days prior to the expiration of this agreement.
    3. Ideally, agreement by the agents should be ready by fifteen (15) days prior to the expiration of this agreement, for ratification by the principal parties.
  - 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 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 authorize negotiations with others or themselves.
  - d. If matters which are proper subjects of negotiations are brought, whether in the form of 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.
  - f. Meetings for negotiating shall be held at mutually acceptable times and places and shall be open to the public. Meetings, caucuses, or executive sessions of the authorized agents of either or both parties shall be closed to the public.
  - g. When agreement is reached, it shall be reduced to writing and when approved by Madison Teachers and the Board of Education, it shall be signed by duly authorized representatives.
  - h. If after a reasonable period of negotiations the parties to this agreement are deadlocked in the opinion of either or both of the parties, such party(ies) may call upon the Wisconsin Employment Relations Commission for assistance as provided pursuant to Section 111.70 of the Wisconsin Statutes.

**B. GRIEVANCE AND ARBITRATION PROCEDURE**

1. A "Grievance" is defined to be a dispute concerning the interpretation or application of any of the terms of this agreement which establishes wages, hours, or other conditions of employment for the educational assistants of the Board of Education for whom Madison Teachers is the collective bargaining representative.
2. Time Limits: The time limits indicated at each level of the Grievance Procedure shall be considered maximum. However, the time limits may be extended or reduced in any case by mutual agreement, in writing, signed by the duly authorized representatives of the Board and Madison Teachers. If denied at a specific level, grievances not appealed to the next level within the prescribed time limits shall be considered withdrawn. School day or work day shall mean week days during the summer months.
3. Grievances of educational assistants will be considered and processed in the following manner:

LEVEL 1:

- a. The educational assistant shall identify the grievance and attempt to resolve same through discussion with the principal or supervisor either by himself/herself or with representation by Madison Teachers. The grievance shall be submitted to the principal or supervisor within sixty (60) working days after the educational assistant knew of the cause of the grievance. If the act or condition reoccurs, the time limits will be renewed.
- b. The principal or supervisor shall within five (5) working days after presentation of the grievance orally inform the educational assistant and Union representative accompanying the educational assistant, if any, of his/her decision.

LEVEL 2:

- a. If the grievance is not settled, Madison Teachers may then act on behalf of the aggrieved party or the educational assistant, acting on his/her own, shall submit a written grievance to the principal. The written grievance shall, to the extent possible, include the facts upon which the grievance is based, the issue(s) involved, the articles alleged to be violated and the relief sought.
- b. This written statement must be submitted to the principal within five (5) days of the oral answer received at Level 1.
- c. Within five (5) school days after receiving the written grievance, the principal or supervisor shall deliver a written answer to the aggrieved. The answer shall be reasonably clear and concise.

### LEVEL 3:

- a. Should the matter remain unresolved at the conclusion of Level 2, Madison Teachers may present grievances in writing on behalf of the grievant to the Superintendent or his/her designee. The appeal to Level 3 must be delivered to the Superintendent or his/her designee within five (5) days of the written answer received by the aggrieved at Level 2.
- b. The Superintendent or his/her designee shall meet with a representative of Madison Teachers within five (5) school days from the date of the receipt of the written grievance in an attempt to resolve the same. The meeting shall be at a time and place mutually acceptable.
- c. The Superintendent or his/her designee shall respond in writing within ten (10) days after the aforementioned meeting to Madison Teachers and the aggrieved party. The answer shall be reasonably clear and concise.
- d. Grievances initiated by Madison Teachers on behalf of bargaining unit members as a class or as an organizational grievance are commenced at this level of the Grievance Procedure. Grievances initiated by Madison Teachers Incorporated as class grievances or an organizational grievance must be submitted to the Superintendent or his/her designee within sixty (60) days after Madison Teachers knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs, the time limits will be renewed. Grievances as a result of alleged action/inaction by a principal/immediate supervisor and affecting only one educational assistant will be filed at Level 1.

### LEVEL 4:

- a. To the extent the grievance remains unresolved at the conclusion of Level 3, Madison Teachers may call for compulsory, final, and binding arbitration. The call for arbitration must be within fifteen (15) school days after the receipt of the answer at Level 3.
- b. If mutually agreeable between the parties to this contract, the Wisconsin Employment Relations Commission shall appoint an arbitrator from their staff upon receipt of the letter. If it is not mutually agreeable the Wisconsin Employment Relations Commission (WERC) after receiving a copy of the letter calling for arbitration shall supply the parties the names of five (5) arbitrators from which the parties may select a mutually acceptable arbitrator to hear and decide the issue. A copy of this letter shall be sent at the same time to the Board of Education. The arbitrator shall be selected within five (5) school days after receiving suggestions from the Wisconsin Employment Relations Commission. Each party shall have the right to alternately strike two (2) names from the list with the aggrieved party striking first.
- c. Each party shall be responsible for any costs which might arise from the processing of a grievance, and the two parties agree to share equally the costs arising from the

employment of the arbitrator mutually selected and all other costs of the arbitration proceedings.

- d. The decision of the arbitrator shall be final and binding on all parties except as forbidden by law and shall be rendered within thirty (30) days following the final day of hearings or receipt of brief, whichever is later. Any brief not postmarked on or before the date set by the parties at the conclusion of the arbitration hearing as the date for submission of briefs shall not be considered or accepted by the arbitrator and shall be returned to the party submitting same with a letter of transmittal. The other party shall receive a copy of the letter of transmittal.

### III - Salary - A

#### A. SALARY

1. The salary rates shown below shall be the hourly wage rates for regular Educational Assistants.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%
2	12.39											
3	12.80											
4	13.25											
5	13.74											
6	14.25											
7	14.78											
8	15.33	15.64	15.79	15.94	16.17	16.40	16.71	16.86	17.02	17.17	17.32	17.48

2. The salary rates shown below shall be the hourly wage rates for S.E.A.s.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%
2	13.00											
3	13.44											
4	13.91											
5	14.41											
6	14.97											
7	15.47											
8	15.95	16.27	16.43	16.59	16.83	17.07	17.39	17.55	17.70	17.86	18.02	18.18

3. The salary rates shown below shall be the hourly wage rates for Floater S.E.A.s.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%
2	13.62											
3	14.12											
4	14.61											
5	15.11											
6	15.67											
7	16.22											
8	16.71	17.04	17.21	17.38	17.63	17.88	18.21	18.38	18.55	18.72	18.88	19.05

4. The salary rates shown below shall be the hourly wage rates for Nurse's Assistants.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%
2	15.11											
3	15.58											
4	16.06											
5	16.52											
6	17.02											
7	17.54											
8	18.05	18.41	18.59	18.77	19.04	19.31	19.67	19.86	20.04	20.22	20.40	20.58

5. The salary rates shown below shall be the hourly wage rates for Clerical Educational Assistants.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%
2	13.00											
3	13.44											
4	13.91											
5	14.41											
6	14.97											
7	15.47											
8	15.95	16.27	16.43	16.59	16.83	17.07	17.39	17.55	17.70	17.86	18.02	18.18

Any time after June 30, 2013, the District can increase the wages as shown in Sections 1 through 5 above without negotiating with the Union. The District's authority to unilaterally take action pursuant to this provision shall sunset on June 30, 2014. Any actions taken by the District pursuant to this provision prior to the sunset date shall remain in effect.

6. A new educational assistant is initially placed at Step 2 and advanced annually at the beginning of the school year to the third (3), fourth (4), fifth (5), etc. steps. All rates of pay are effective the first day worked in the school year.

### 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 Workers' Compensation Act.
  - b. A school year equates to 10 months service.
  - c. The longevity percentage payment calculated to the nearest dollar shall be:

After 1 school years at Step 8 = 2% over base pay (Step 8)\*

After 3 school years at Step 8 = 3% over base pay (Step 8)\*

After 12 school years = 4% over base (Step 8)  
After 13 school years = 5.5% over base (Step 8)  
After 14 school years = 7% over base (Step 8)  
After 15 school years = 9% over base (Step 8)  
After 17 school years = 10% over base (Step 8)  
After 19 school years = 11% over base (Step 8)  
After 21 school years = 12% over base (Step 8)  
After 23 school years = 13% over base (Step 8)  
After 26 school years = 14% over base (Step 8)

\* For those employees hired to commence employment with the 1999-2000 contract year.

2. Longevity pay shall be added to an employee's Step 8 base pay and shall be considered as part of Step 8 base pay.
3. Longevity payments shall be effective on the first day of the school year after which the length of service is completed. Any time worked during the first year of employment constitutes a full school year of service for purposes of computing longevity. For example, an educational assistant employed in March of 1976 will be eligible for 4% longevity at the beginning of the 1988-89 school year.

### **III - Salary - C**

#### **C. PAYDATE**

1. Educational assistants shall be paid on the biweekly payroll.
2. Paychecks will be directly deposited into the financial institution of the employee's choice.

### **III - Salary - D**

#### **D. WORK YEAR SCHEDULE**

1. School Educational Assistants
  - a. Educational assistants' employment will be defined as:
    - 180 work days
    - 10 holidays
    - 2 inservice days (pursuant to Section VI-K)
    - 3 professional development days (pursuant to Section III-K)
    - 1 all staff day
  - 196 total potential days
  - b. All special education assistants newly hired prior to the commencement of any school year will participate in Madison Metropolitan School District orientation courses. Special education assistants hired after the start of the school year shall be provided

orientation. New special education assistant employees shall receive orientation to familiarize them with their duties and responsibilities and to acquaint them with school regulations, buildings, equipment and services. Special education assistant employees will be compensated for their participation consistent with the terms and conditions of the Collective Bargaining Agreement.

- c. Educational assistants shall attend All Staff Day meetings on the day set forth in the Teachers' Collective Bargaining Agreement.

2. Nurse's Assistants

180 work days  
10 holidays  
2 4-hour inservice days (Health Services Inservice)  
3 professional development days (pursuant to Section III-K)  
1 prior to school start  
195 Total potential days

New Staff: 1 additional day for orientation (1st year only)  
196 Total potential days

**III - Salary - E**

**E. 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. Union dues - those authorized by Madison Teachers Incorporated.
  - d. The fair share deduction as authorized by this Agreement.
  - e. Wisconsin Retirement Funds.
  - f. Tax Sheltered Annuities as authorized by this Agreement, Roth IRAs.
  - g. Charitable organizations which have met qualifications of the Board.
  - \* 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 bargaining units represented by MTI.
  - k. Long Term Care Insurance
  - \*\*\* l. MTI Solidarity Fund
  - m. Income Protection Insurance
  
- \* Pursuant to the relevant sections of the Internal Revenue Service Codes (e.g. Sections 105, 125, and 129), employees shall be allowed to elect to use pre-tax dollars for the payment of monthly employee health and dental insurance contributions, and/or unreimbursed medical expenses. 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.

\*\* 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) District employees elect to so participate.

\*\*\* MTI will design, print, 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 Educational Assistants-Madison Teachers Incorporated to Madison Teachers with a list of educational assistants from whom deductions were made. Such deductions shall be made by deducting such amounts as determined by the Board of Directors of EA-MTI from the payroll checks of members who have authorized such deductions in writing. Deductions shall be made in eight installments from October through May and will occur in the second biweekly payroll in each of these months. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Executive Director of Madison Teachers prior to September 15. Where possible, authorizations will be submitted to Payroll Services in June of the preceding year with the balance by September 15. Annual dues which are an exception to the standard dues shall be listed in the upper right-hand corner by Madison Teachers prior to submission to Payroll Services. For membership authorizations received in Payroll Services after September 15, those received between the 1st and 15th day of any month will be honored with deductions of dues beginning on the next month's paydate; those received between the 15th day 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 educational assistant. 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/Notice of Change in Dues

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 each payroll check of the bargaining unit personnel involved. The employer will provide Madison Teachers with a list of educational assistants from whom such deductions are made with each monthly remittance. As new educational assistants are hired during the school 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. Payroll Services may refer complaints to the Executive Director and shall notify Madison Teachers of names of educational assistants in case of long-term illness or death. If any 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 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 the actual deductions made from the employee's wages.
5. MTI shall save the Board and District harmless against any and all claims, demands, suits, orders, judgements or other forms of liability that shall arise out of, or by reason of actions taken or not taken by the Board or District pursuant to paragraphs 1, 2, 3 and 4 above.

### **III - Salary - F**

#### **F. TRAVEL REIMBURSEMENT**

1. All work-related travel by an educational assistant must be approved in advance by the educational assistant's administrative supervisor.
2. An educational assistant assigned by an administrator to more than one school per day shall be reimbursed at the rate recognized by the Internal Revenue Service (IRS) as nontaxable reimbursement.
3. Trips longer than two hundred (200) miles will be reimbursed at the rate of the lowest feasible commercial fare; however, if an automobile is used, the educational assistant shall be reimbursed at the rate noted above.
4. The employee shall be required to complete the appropriate travel forms and submit them to the District for reimbursement during the school year in which the travel occurred.
5. Educational assistants who experience parking charges, excluding fines for illegal parking, during the time when they are rendering professional services on behalf of the District, shall be reimbursed in full for same provided their administrator or supervisor has approved the reimbursement for same in advance. Reimbursement shall be the end of each semester.

6. Educational assistants utilizing their automobile in a manner by which they receive reimbursement pursuant to this Section shall file with the Director of Business Services proof of coverage relative to their automobile liability insurance.

### **III - Salary - G**

#### **G. EXTENDED EMPLOYMENT**

1. In the event educational assistants are to be employed in extended employment, educational assistants shall apply for such employment by completing available applications.
2. Qualified employees covered by this Agreement shall be given preference by the District when filling vacancies.

### **III - Salary - H**

#### **H. SEPARATION FROM SERVICE**

1. Accrued Benefits  
As of the payroll period which included the effective date of layoff, discharge, resignation or death of any educational assistant, the educational assistant or his/her heirs shall receive his/her vested earnings which shall include accrued holiday credits as approved and recorded on the District payroll system.
2. Retirement Sick Leave Payment
  - a. Retirees are defined as benefit eligible employees who are over fifty-five (55) years of age upon retirement, have been employed in the District at least ten (10) years and are an immediate annuitant of the Wisconsin Retirement Fund. Retirees who have any district insurance coverages (life, dental, health insurance, long-term care or Medicare supplement) as of January 1 of the year preceding the year in which the employee retires shall receive the equivalent value of their accumulated unused sick leave credits, up to a maximum of 1550 hours, computed at the educational assistant's prevailing wage rate, including any longevity pay, in effect at the time of the educational assistant'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 1550 hours, computed at the educational assistant's prevailing wage rate, including any longevity pay, in effect at the time of the educational assistant's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, health insurance, long-term care or Medicare supplement then in force for educational assistants until said funds are exhausted.

*Note: The contract benefit in III-H-2-b will be held in abeyance. See MOU dated July 9, 2001.*

- b. Educational assistants 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, have been employed in the MMSD at least ten (10) years 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 educational assistants' 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.

- c. If a retired employee dies and is receiving benefits under Section III-H-2-a or Section III-H-2-b, his/her spouse 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 elects to discontinue coverage in the District benefits programs;
  3. The spouse dies; or
  4. The spouse remarries.
- 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 - I**

#### **I. DISTRICT EMPLOYEE HIRED INTO THE BARGAINING UNIT**

A District employee hired into the Educational Assistant 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 promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit followed by continuous service.
2. The employee shall be given credit for the employee's total years of service from the date of original hire in the Madison Metropolitan School District for the Collective Bargaining

Agreement provisions relating to wages and longevity. "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 Article III-I. Sick leave will be converted based on dollar value of earned days/hours from the old position to the new position.

3. The employee's "total years of service" as used in Section III-I means fiscal years (July 1 to June 30) in which the employee worked a minimum of one hundred (100) work days.
4. The District employees hired new to this unit shall serve the probationary period for this unit set out in Section IV-A.

### **III - Salary - J**

#### **J. 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.

### **III - Salary - K**

#### **K. TRAINING AND DEVELOPMENT**

1. An employee may be granted time off, without loss of pay or use of accumulated leave time, up to two (2) days per school year, to attend training sessions, workshops, and conferences pertaining to the employee's work as authorized by the employee's principal and the special education coordinator. The District shall pay for the cost of registration, mileage and other pre-approved expenses for pre-approved courses that have been properly submitted on the "Out-of-District Activity" form.
2. On teacher professional development days educational assistants shall attend staff training provided by the District when the District deems attendance to be mandatory. The District will provide notice to the educational assistants no later than the commencement of the school year or three (3) weeks prior to the professional development days, whichever is sooner, as to whether the training will be mandatory. If the training is not mandatory, an educational assistant may: (1) with the approval of his/her principal, work; (2) attend the staff training; or (3) take the day off without pay. Educational assistants shall be paid their normal hourly rate for participation in staff training or for services performed in his/her school.
3. Educational assistants who are recommended or directed by their supervisor to attend training offered during non-scheduled work hours or during summer vacation shall be compensated for their attendance at their regular hourly rate of pay provided the training and funding has been pre-approved by Educational Services.

4. The Joint MTI/MMSD Educational Assistant Training and Development Committee shall have eight (8) members - four (4) members appointed by the Superintendent of Schools and four (4) members appointed by the President of EA-MTI. At the end of each school year, the Joint MTI/MMSD Educational Assistant Training and Development Committee shall evaluate the effectiveness of said training and determine if the training shall continue.

#### **IV -Factors Relating to Employment - A**

##### A. PROBATIONARY PERIOD

1. All educational assistants shall be on probation for one (1) school year immediately following their employment. The Employer, with the mutual agreement of MTI, may extend the probationary period for an additional period of time not to exceed six (6) months. During the probationary period, an employee may not transfer to a position of which the title is different from their current title. Employees who transfer during their probationary period shall be on probation for at least six (6) months in their new position and shall not be granted an additional transfer during their probationary period. The employee does not have the right during the probationary period to appeal a dismissal.

At any time during the probationary period an educational assistant may be terminated at the sole discretion of the Employer. An explanation for the termination will be provided to the educational assistant.

2. The Union and the Board of Education mutually agree that it is in the best interest of probationary employees who are members of the EA-MTI bargaining unit to receive early counseling and warning of potential performance problems. The specific procedures for this are set forth in Section IV-L-4.

#### **IV - Factors Relating to Employment - B**

##### B. NON-DISCRIMINATION

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

#### **IV - Factors Relating to Employment - C**

##### C. PHYSICAL EXAMINATION

If an educational assistant is required, as a condition of employment, to have a physical examination, the cost of the examination shall be paid by the Board of Education.

## **IV -Factors Relating to Employment - D**

### **D. POSTING OF VACANCIES**

1. Existing educational assistant vacancies are posted in each school office and staff lounge the last school day of each week. An updated list of educational assistant vacancies may be examined at any time in the Office of Human Resources.
  - a. Vacancy notices shall be listed/posted for four (4) school days during the school year prior to the date requests for transfer are due. The notice shall contain the date transfer requests are due.
2. Vacancies occurring after August 1 through the first four (4) weeks of school will not be posted. Educational assistants shall not be permitted to voluntarily transfer during this time. A list of available vacancies which is kept in Human Resources shall be updated on a daily basis. Said information shall be made available orally to those educational assistants making telephone inquiries with Human Resources.
3. Notice of vacancies occurring during the summer shall be sent, by the Employment Manager, to all individuals in the collective bargaining unit who have previously notified the Employment Manager in writing of their desire to transfer for the ensuing school year, except when the surplus pool includes any more senior educational assistant qualified for such position(s). Such notices shall be mailed four (4) days prior to the date requests for such transfers are due.
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 of the estimated period of time that the position will remain unfilled.
5. Summer School

Bargaining unit positions for summer school will be posted for four (4) school days prior to the application deadline if such vacancies are known by the Department of Human Resources prior to the end of the school year. If such becomes known after the end of the school year, or with an insufficient number of days to allow posting as referenced above, the available positions will be sent to all who have previously notified the Director of Human Resources in writing of their interest in such a position. Qualifications and seniority will be considered in filling the position.

## **IV - Factors Relating to Employment - E**

### **E. ASSIGNMENT/INVOLUNTARY TRANSFER**

1. An educational assistant, upon beginning employment in the Madison Metropolitan School District, is given a preliminary notification of building and/or position assignment.

2. Continuing educational assistants shall receive notice of the probable number of hours of their assignment and location prior to June 1 of the current school year.
3. The involuntary (administrative) transfer of an educational assistant to another building location may be made by the Superintendent, or his/her designee, provided such transfer is not for arbitrary or capricious reasons. Vacant positions which the employer intends to fill by an involuntary transfer pursuant to this section need not be posted. The District shall notify MTI in writing when a vacancy is not posted due to an involuntary transfer.

#### **IV - Factors Relating to Employment - F**

##### F. VOLUNTARY TRANSFER OF ASSIGNMENT

1. An educational assistant wishing to transfer should apply to the hiring authority as designated on the posting. Upon request of said hiring authority such transfer shall be made so long as the surplus pool does not include any more senior educational assistant qualified for the same position for which the above-mentioned educational assistant has applied.
2. The hiring authority shall then file a recommendation with the Employment Manager. The Employment Manager will review the recommendation and will process the transfer if approved. This will occur so long as the instructional requirements of the schools are not disrupted. Denial of the transfer may be for just cause. The Employment Manager will notify the educational assistant of his/her decision.
3. Educational assistants shall be given preference for positions for which they have applied and are qualified, as determined by the Employer. Minimum qualifications, performance and experience shall be established by the employer and equally applied to all persons. Positions will be filled on the basis of skill and ability as determined by the employer. When the qualifications among transfer applicants are relatively equal, the senior employee making application for said position shall be selected.
4. When nurse's assistant vacancies arise, the District shall first consider current nurse's assistants who apply for the vacancy. If no current nurse's assistant is awarded the position, the District shall consider educational assistants and special education assistants who apply for the vacancy prior to considering external candidates.
5. In the event of a school being closed, educational assistants displaced will be given a list of vacancies and shall indicate at least three preferences. Such educational assistants will be assigned according to procedures as outlined in Section IV-I(3).

#### **IV - Factors Relating to Employment - G**

##### G. SENIORITY

1. There shall be three (3) seniority lists. One list shall consist of all regular part-time educational assistants, another shall consist of all regular full-time educational assistants, and

a third list shall consist of all nurse's assistants. Educational assistants who work nineteen (19) hours or more hours per week shall be classified as regular full-time educational assistants.

2. Educational assistants shall have their anniversary date established at the original date of their most recent hire and shall be given credit for all time followed by continuous service.
3. Loss of Seniority: An educational assistant shall cease to have seniority if she/he:
  - a. Resigns/voluntarily terminates.
  - b. Is discharged.
  - c. Fails to return to work upon expiration of a leave of absence.
  - d. Is laid off for a period exceeding twenty-four (24) months.
4. The employee's seniority within the unit for the purposes of promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit followed by continuous service.

#### **IV - Factors Relating to Employment - H**

##### **H. HOURS OF WORK**

1. School Educational Assistants  
The employer shall post the schedule on a weekly basis for each educational assistant. Such notice shall be posted in conspicuous place by the Monday preceding the applicable work week. The educational assistant shall work such hours unless special circumstances arise which necessitate an educational assistant to work additional and/or other hours.

2. Nurse's Assistants

The hours of work for nurse's assistants shall be established and assigned by the supervisor.

The District may temporarily increase nursing assistant hours by up to ten (10) hours per week during the first six (6) weeks of the school year. During this period, the temporary increase in hours shall not change the nursing assistants' benefit eligibility status. The temporary increase shall not increase the total hours per week for each nursing assistant more than forty (40) hours per week.

#### **IV - Factors Relating to Employment - I**

##### **I. REDUCTION IN WORK HOURS - SURPLUS**

1. A reduction in work hours shall be made only for the reasons asserted by the Employer and shall not be used to discipline an employee for his or her performance or conduct. Should it become necessary to reduce the hours of educational assistants assigned to a given school, such reduction shall occur as follows except for nurse's assistants:

- a. The hours of those educational assistants employed less than nineteen (19) hours per week shall be first reduced in the inverse order of seniority as defined in Section IV-G, providing the remaining educational assistants are qualified to perform the available assignments.
  - b. If the principal cannot reduce the necessary number of hours per "a" above, the principal may next reduce the hours of those educational assistants employed nineteen (19) hours or more per week. Such reduction shall be by seniority in accordance with their seniority as set forth in Section IV-G, providing the remaining educational assistants are qualified to perform the available assignments. In any event, such reductions shall not result in an educational assistant, as defined in this subparagraph, being reduced to less than nineteen (19) hours per week. Reductions in hours must be made by June 1 for the ensuing school year or the fall semester of the ensuing school year and by December 1 for the spring semester of the school year.
  - c. Any educational assistant who has had his/her hours reduced per the above, shall be provided written notice of same by the date set forth above. Such notice for the ensuing school year or fall semester shall also be sent, by July 1, to the Executive Director of Madison Teachers Incorporated with the reason for such reduction by the Employment Manager. Such notice for the spring semester shall also be sent, by January 15, to the Executive Director of Madison Teachers Incorporated with the reason for such reduction by the Employment Manager.
  - d. Prior to any action being taken as described above, the Employment Manager shall certify to the Executive Director of Madison Teachers that it is necessary to make such a reduction and the reasons therefore.
2. When it becomes necessary to reduce the hours of nurse's assistants at any one location, the nurse's assistant assigned to that location shall be reduced.
  3. When it becomes necessary to reduce hours or to declare educational assistant(s) surplus, volunteers shall first be requested. If no volunteers are available or if there is an insufficient number of volunteers, then the principal shall declare educational assistant(s) to be Surplus Educational Assistants in the manner as set forth above. Should a person volunteering to be surplus result in the remaining educational assistants being unqualified to perform the remaining assignments, the principal shall not be bound to accept the volunteer as surplus.
  4. Assignment to and Reassignment from the Surplus Pool
    - a. Educational assistants who have had all or part of their hours reduced at a given school per the above shall be placed in the educational assistant surplus pool. Said educational assistants shall be appropriately placed on either the full-time reassignment list or the part-time reassignment list according to their seniority as defined in Section IV-G. Said educational assistants shall then be reassigned pursuant to their preference among vacant positions for which they are qualified and/or certificated. Preference for said reassignment shall be based upon seniority among those educational assistants on either

- the part-time or full-time seniority list. Should there be two educational assistants, one full-time and the other part-time, in the surplus pool who have the same seniority, the full-time educational assistant will be reassigned first. Full-time educational assistants shall be reassigned in such a manner so as to maintain their full-time status. Should an educational assistant have no preferences among the available vacancies, said educational assistant shall be reassigned to any positions for which he/she is qualified and/or certificated. However, the District shall make every reasonable effort to reassign educational assistants to positions of at least the same number of hours they currently work. Additional allocation or restored allocation in educational assistant hours shall be first offered to educational assistants then currently employed at the school/work location where such allocation becomes available. Additional hours will be offered to educational assistants on the basis of seniority as defined in Section IV-G, before additional educational assistants are hired to perform the available work.
- b. Educational assistants who are surplusd shall be placed in order of seniority to fill openings as they arise, provided that the educational assistant is qualified for the opening. The District will make every reasonable effort to place a surplusd educational assistant in a position reasonably comparable to that which he/she held the previous year. The above shall not cause an educational assistant to sacrifice his/her voluntary transfer rights, pursuant to Section IV-F of this Agreement.
  - c. The District shall provide notification to the Executive Director of MTI of the number of hours, work location, and job classification of each bargaining unit member by the end of the sixth (6<sup>th</sup>) week of each semester.

#### **IV - Factors Relating to Employment - J**

##### **J. RESIGNATION**

1. Resignation from employment during the school year must be submitted by the employee to the building principal or Human Resources Division at least two (2) weeks prior to the employee's last scheduled day of work. Any educational assistant who fails to give written notice at least two (2) weeks prior to the last scheduled day of work, except as provided for in section 2 and 3 below shall pay to the District fifty dollars (\$50) 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.
2. Resignation from employment after the last day of the school year and prior to July 1<sup>st</sup> must be submitted to the Human Resources Division and is without penalty.
3. Resignation on or after July 1<sup>st</sup>, but prior to the first workday must be submitted to the Human Resources Division. Any educational assistant who gives written notice during this time period shall pay to the District one hundred dollars (\$100) as liquidated damages for the failure to give such notice as set forth in sections 1 or 2 above. 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.

4. An employee who submits a resignation during a period in which she/he is laid off, shall not incur a resignation penalty.

#### **IV - Factors Relating to Employment - K**

##### **K. REDUCTION IN STAFF - LAYOFF**

1. A reduction in staff shall be made only for the reasons asserted by the Employer and shall not be used to discipline an employee for his or her performance or conduct. Whenever a reduction in staff (educational assistants) is required within the sole judgment of the employer, such educational assistants shall be laid off in inverse order of seniority (as that term is defined in Section IV-G-4) provided the remaining educational assistants are capable of carrying out the required duties. If the nurse's assistants staff is to be reduced, those laid off shall be identified exclusively from those currently employed as nurse's assistants.
2. Educational assistants who are laid off will be recalled by order of seniority to fill openings as they arise, provided the educational assistant is qualified for the position. Only those formerly laid off as nurse's assistants will be recalled to nurse's assistant positions.
3. When there is to be a reduction of educational assistants with identical seniority dates the method to determine which educational assistant, in accordance with Section IV-G-4, is to be laid off shall be by lot and according to the MTI/MMSD Agreed Upon Procedures for Surplus/Layoff Tie Breaker.”
4. Insurance Benefits during Layoff: An employee on layoff may continue group health, dental and life 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 - L**

##### **L. DISCIPLINARY ACTION**

1. Should disciplinary action, for just cause, be appropriate a range of options shall be considered. The educational assistant shall be notified in writing of the action taken with a copy to the Executive Director of Madison Teachers.
2. If suspension is necessary, an educational assistant may be suspended with pay and/or without pay up to five (5) days for just cause. A copy of the suspension shall be forwarded to the educational assistant by certified mail, with a copy to the Executive Director of Madison

Teachers. 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. Madison Teachers, on behalf of a disciplined educational assistant may appeal disciplinary action taken. Such appeal shall be filed at Level 3 of the grievance procedure within ten (10) days after receiving a copy of the disciplinary action.
4. The Union and the Board of Education mutually agree that it is in the best interest of probationary employees who are members of the EA-MTI bargaining unit to receive early counseling and warning of potential performance problems. The Union and the Board of Education mutually agree that Section IV-L of the EA-MTI Collective Bargaining Agreement (the "Agreement") does not afford probationary employees with a "just cause" standard for the review of substantive matters in disciplinary actions up to and including dismissal.
  - a. The District will provide to the Executive Director of MTI copies of correspondence issued to individual probationary employees if:
    - i.) Said correspondence provides individual communication of expectations or directives intended to correct performance or alleged conduct deficiencies; and
    - ii.) Failure to meet the expectations or comply with the directives set forth in the communication could lead to disciplinary action up to and including discharge.
5. A probationary employee may not appeal any disciplinary action beyond level 3 of the grievance procedure except as to the issue of whether the District has complied with Sections IV-L and IV-O of this Agreement.

#### **IV - Factors Relating to Employment - M**

##### **M. DISMISSAL**

1. After completing the probationary period, no educational assistant may be dismissed without just cause.
2. If a dismissal shall be deemed necessary, the rationale shall be provided and a written memorandum shall be preserved.
3. A copy of the memorandum shall be provided to the educational assistant and Executive Director of Madison Teachers.
4. Madison Teachers, on behalf of a disciplined educational assistant may appeal dismissal. Such appeal shall be filed at Level 3 of the grievance procedure within ten (10) days after receiving a copy of the dismissal action.

## **IV - Factors Relating to Employment - N**

### **N. REEMPLOYMENT**

1. Due to Layoff  
Educational assistants on layoff shall be placed on recall lists. Eligibility for retention on the recall lists shall extend to a maximum of twenty-four (24) months from the effective date of layoff. Educational assistants on the recall lists shall be given preference in the order of their seniority over all new applicants for all positions for which they can qualify. Educational assistants recalled shall return to the same level in the salary range they had attained when they were laid off and shall receive full credit for all prior service, but shall not receive credit for the time for which they were laid off except as otherwise provided.
2. Due to Resignation  
Educational assistants reemployed shall return to the same step in the salary range they had attained at the time of resignation, and shall receive full credit for all prior service, but shall not receive credit for the time during which they were separated.
3. Any rehiring would be first offered to those released via "Reduction of Staff"/"Layoff" if such individuals wish employment. Such individuals shall be offered recall one time only. A copy of the recall notice shall be simultaneously sent by the District to the employee and the Union.
4. Retired Educational Assistants  
An educational assistant, who has retired and who is temporarily reemployed on an emergency basis, will be compensated at his/her salary step on the salary schedule at the time of their retirement.

## **IV - Factors Relating to Employment - O**

### **O. REPRESENTATION**

Educational assistants shall be entitled to representation by Madison Teachers in accordance with the Wisconsin Statutes Section 111.70, the Administrative Codes developed therefrom.

## **IV - Factors Relating to Employment - P**

### **P. EVALUATION**

1. Educational assistants shall be evaluated by the employer prior to the completion of the educational assistant's probationary period. After completion of the educational assistant's probationary period the educational assistant will be evaluated at least every two (2) years. The evaluator shall review the evaluation with the educational assistant on a timely basis and provide him/her with a copy of same. The educational assistant may file any disagreement by utilizing the procedure set forth in Section VI-N.

2. The criteria which are to be used in measuring an educational assistant's performance are:
  - a. job competence (how well the employee performs as it relates to quality of work);
  - b. motivation (observations on initiative, adaptability and response to directions);
  - c. reliability (observations on attendance record and observation of regulations and hours of work);
  - d. compatibility (observation of ability to get along with fellow employees, supervisor, students and the general public); and
  - e. additional comments.

#### **IV - Factors Relating to Employment - Q**

##### **Q. CERTIFICATION/TRAINING OF NURSE'S ASSISTANTS**

###### Nurse's Assistants

In order to continue employment with the District, Nurse's Assistants shall be required to:

1. Maintain current CPR/AED certification via a District approved CPR/AED course. There will be no fee for nursing assistants for a course conducted by the District.
2. At the time of any training, the District will have available for nurse's assistants' use all required materials, manuals, etc., at no cost to the nurse's assistants.

#### **IV - Factors Relating to Employment - R**

##### **R. CLASSIFICATION**

The employment classification of nurse's assistants shall be exclusive unto itself. Therefore, the terms and conditions of Section IV shall apply to nurse's assistants, but shall apply solely within the employee category of nurse's assistant. Those employed in other educational assistant positions may not bump or replace nurse's assistants pursuant to the terms and conditions of Section IV-I or IV-K of the Agreement. Similarly, nurse's assistants cannot so replace those in regular educational assistant or in special education assistant positions.

#### **IV - Factors Relating to Employment - S**

##### **S. POSITION DESCRIPTIONS**

1. The Department of Human Resources shall maintain up-to-date position descriptions for each job classification. The District shall provide each new employee with a copy of the

position description for his/her assignment and to other employees upon request. Copies of all position descriptions will be provided to the Union.

2. All educational assistant position descriptions shall be available to employees at all work locations.
3. Educational assistants who are involuntarily reassigned to positions requiring DPI certification will have the fee for same paid by the District.
4. Effective January 1, 2005, the District will pay the renewal fee for any license/certification which is required for ongoing District employment. The cost of any renewal fees for this purpose shall be paid out of the yearly Educational Assistants' \$75,000 Training and Development Fund.

#### **V - Factors Relating to Employment - Classroom - A**

##### **A. BULLETIN BOARDS/SCHOOL MAIL**

1. 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. Each educational assistant will be provided with a mailbox or a specific place to receive mail. 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.
2. No other competing labor organization shall be permitted to have access to educational assistants' mailboxes or internal school mail distribution system unless said labor organization has filed with the WERC a petition seeking a representative election pursuant to Section 111.70, et. seq., Wis. Stats.

#### **V - Factors Relating to Employment - Classroom - B**

##### **B. UNION ACTIVITY**

Union meetings shall not be held on Employer's time.

Union representatives shall conduct union business off the job. This provision shall not, however, preclude union representatives from posting union notices, meeting with Employer representatives or grievances and/or discussion of contract administration, etc.

#### **V - Factors Relating to Employment - Classroom - C**

##### **C. EMERGENCY SITUATIONS**

1. Employees shall report suspicious object(s) or person(s) to the Principal or his/her designee. All staff will be notified if the Security Coordinator and/or the Superintendent (or Acting

superintendent) and/or the Chief of Staff believes the suspicious object(s) or person(s) create a danger to the school environment and that notification to the staff is appropriate under the circumstances.

2. Educational assistants shall not be required to search for suspicious objects or persons.
3. On or before September 30<sup>th</sup> of each year, the principal will review with the staff at each work site, the District's crisis management plan.

#### **V - Factors Relating to Employment - Classroom - D**

##### **D. PHYSICAL FORCE**

1. Any use of physical force by educational assistants when dealing with pupils must be in accordance with Board policy. A copy of the Board Policy on Physical Force will be provided to all bargaining unit members upon initial employment and upon subsequent revisions.
2. The educational assistants shall report use of physical force to the principal.

#### **V - Factors Relating to Employment/Classroom - E**

##### **E. CARE OF ILL CHILDREN**

1. The Employer agrees to contribute to each employee who uses the sick child care services of "Chicken Soup" or other mutually agreeable institutional care providers an amount equal to one-half of the daily cost.
2. The parties agree that employees will be eligible for the reimbursement provided herein only on days for which the employee is scheduled to and reports to work.
3. This program shall be available on a first come first serve basis. The funding for this program is limited to a total of five thousand dollars (\$5,000) for all MTI-represented District employees.
4. The parties further agree that the Employer is under no obligation to renew the funding for this benefit.
5. This benefit shall be effective thirty (30) days after Board of Education ratification of this Agreement.

## **V – Factors Relating to Employment/Classroom – F**

### **F. WORKPLACE SAFETY**

1. Employees are expected to perform their job in a safe manner following all prescribed rules and regulations. When an employee reports to his/her supervisor a working condition which he/she believes is unsafe, a determination will be made by District management as to what corrective action, if any, may be needed to remedy the situation.
2. If an Educational Assistant is physically assaulted by a student, he/she shall report such assault to his/her principal. Principals shall transmit a copy of the report to the office of the Superintendent.

## **VI -Factors Relating to Employment - Personal - A**

### **A. PERSONAL ILLNESS LEAVE**

1. Accrual  
Educational assistants earn paid personal illness leave as follows:

20 hours worked = one hour of personal illness leave.

Such leave must be earned before it is taken.

Employees, hired prior to August 18, 2002, earning sick leave in excess of 1162 hours, may at their option, receive a cash sum equivalent to the employee's regular salary times the number of excess hours. 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 1162 hours as of the last pay day immediately preceding December 25. The employee shall have the option to have such funds placed in a tax sheltered annuity, subject to the limitations set forth in Section VII-G. 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 1162 hours in the future).

School nurse's assistants shall earn personal sick leave effective with the first day of the 1983-84 school year or the first day the educational assistants were employed by the School District.

2. Application  
An educational assistant is entitled to the application of accrued paid personal illness leave when his/her absence from duty is required because of his/her own, his/her spouse's or his/her child's bona fide illness, bodily injury, diagnostic treatment, dental procedures, optician's services, attendance upon members of the immediate family whose serious health

condition\* mandates attendance. The immediate family shall be limited to the following relatives of the educational assistant or spouse (including designated family partner):

1. Father or Mother
2. Husband or Wife
3. Children (including foster and stepchild)
4. Brother or Sister
5. Grandparents
6. Grandchildren
7. Stepparents
8. Son or Daughter-in-law
9. Brother or Sister-in-law

The employer may require evidence to support a sick leave claim.

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

- i. Inpatient care in a hospital, nursing home, or hospice.
  - ii. Outpatient care that requires continuing treatment or supervision by a health care provider.
3. Educational assistants employed during the six (6) weeks summer school sessions or who are assigned to extended school year IEP responsibilities or extended employment opportunities, shall earn personal illness leave as computed in VI-A-1, above. This shall be cumulative with their regular sick leave. Educational assistants who are so employed may use sick leave during a scheduled workday during the summer.
  4. Medical Leave of Absence
    - a. Educational assistants requesting a medical leave of absence must support their initial request and continued absence with medical certification from their physician and periodic updates, as needed. Accumulated personal illness leave may be applied while medically disabled.
    - b. Medical leave of absence may extend for a period not to exceed two (2) calendar years.
    - c. Educational assistants returning from a medical leave of absence must have their physician complete a Return-To-Work form, attesting to their capabilities to perform the work, prior to resuming employment in the District.
    - d. The Board shall continue to pay premiums on insurance provided via this Agreement for the educational assistant who is drawing compensation via current and/or accumulated personal illness leave.

- e. An educational assistant returning from a medical leave of absence of one (1) semester (90 work days) or less shall retain the right to return to the position he/she formerly held at the time the leave was requested.
  - f. Absences of consecutive days consisting of half or more of the paid days from the beginning of the contract year to the end of the first semester or from the beginning of the second semester to the end of the contract year will result in a full semester being counted toward the two year limitation of leave of absence. Absences of less than half of the paid days will not count toward the two year leave of absence limitation.
5. Family and Medical Leave Act Leave: A designated family partner, as set forth in Addendum B, shall be considered to be a spouse for benefit purposes of eligibility under the Wisconsin Family and Medical Leave Act and/or the Federal Family and Medical Leave Act provided said individual is otherwise eligible under the Act(s).

## **VI -Factors Relating to Employment - Personal - B**

### **B. NOTIFICATION OF ACCRUED PERSONAL ILLNESS LEAVE**

Accumulated sick leave shall be provided on each paycheck stub.

## **VI -Factors Relating to Employment - Personal - C**

### **C. ABSENCE FOR BEREAVEMENT**

When a death occurs in the immediate family of an educational assistant, the educational assistant shall be granted up to five (5) days off without loss of pay and without charge to accrued paid sick leave. Additional time off must be requested of and approved by the Employer and shall be charged to accrued paid sick leave of the educational assistant. The term "immediate family" shall be limited to the following relatives of the educational assistant or spouse (including designated family partner):

1. Father or Mother
2. Husband or Wife
3. Children (including foster and stepchild)
4. Son-in-law or Daughter-in-law
5. Brother or Sister (including foster and step)
6. Brother-in-law or Sister-in-law
7. Grandparents
8. Grandmother or Grandfather-in-law
9. Grandchildren
10. Stepparents
11. Aunt or Uncle
12. First Cousin
13. Niece or Nephew
14. Aunt-in-law or Uncle-in-law

Bereavement leave taken pursuant to subsection VI-C-11 through 14 shall be granted, without loss of pay, for one (1) day; however, the Employer may authorize such employee to be absent from work, for up to five (5) days, four (4) of which absence(s) shall be chargeable to the employee's accrued sick leave account.

Employees may be absent for 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 personal sick leave account, should such be available; otherwise said leave shall be without pay. A request for more than one day's absence must be approved by the employee's supervisor. Any additional approved days of leave shall be without pay.

## **VI -Factors Relating to Employment - Personal - D**

### **D. JURY DUTY OR SUBPOENAED WITNESS**

An educational assistant 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 (1) 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 educational assistant position without loss in time or pay for such absence. Such educational assistant shall, however, remit to the Board of Education an amount equal to the compensation received for required attendance, if any, upon receipt of same, for service during scheduled work day(s). Such can be accomplished by signing over to the District the check one receives for the referenced service. The educational assistant will be expected to be absent only as long as necessary. 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 educational assistant.

## **VI -Factors Relating to Employment - Personal - E**

### **E. LEAVE OF ABSENCE**

1. An unpaid leave of absence may be granted to an educational assistant provided:
  - a. The educational assistant has completed his/her probationary period.
  - b. The request is made on the proper form and at least thirty (30) days in advance of the effective date of said leave.
  - c. The reason for the leave request is stated on the form.
  - d. The leave request results in the educational assistant being gone through the balance of the semester unless mutually agreed otherwise.
2. Not more than one (1) extension will be granted to leaves of absence.

3. A leave of absence for an entire school year is not credited as a year of experience on the salary schedule.
4. The educational assistant on leave without pay may continue insurance benefits provided via this Agreement if premiums for such coverage are paid monthly in advance by the educational assistant to the Madison Metropolitan School District.
5. Educational assistants, upon request, will be granted unpaid time off to participate in their child's/children's parent-teacher conferences provided their child's/children's teacher(s) does not offer evening parent-teacher conferences. Notification to the educational assistant's principal will be made at least three (3) days in advance.
6. An educational assistant returning from a leave of absence of one (1) semester (90 work days) or less shall retain the right to return to the position he/she formerly held at the time the leave commenced.

## **VI -Factors Relating to Employment - Personal - F**

### **F. ABSENCE REQUIRED BY PREGNANCY AND MATERNITY LEAVE**

1. Pregnancy will be treated as any other temporary medical disability in accordance with the Federal Civil Rights Act of 1964, as amended, and Section 111.36(c), Wisconsin Statutes. Thus an educational assistant may with her doctor's consent, work as long as she is physically and emotionally capable of performing her professional duties. The educational assistant shall provide the Benefits Manager a physician's statement as to the anticipated date of birth of the child and projected period of temporary disability. Medical information will be required by the District to support an educational assistant's disability should the educational assistant's physician certify disability in excess of six (6) weeks. An educational assistant absent for such disability is expected to return to her educational assistant duties when medically capable of returning. For the period the educational assistant is considered by her physician to be temporarily disabled due to pregnancy said educational assistant shall be entitled to receive, at her option, compensation and fringe benefits in accordance with the Agreement until said educational assistant's current and accumulated personal illness leave has been exhausted.
2. An educational assistant may request an unpaid leave of absence in conjunction with her pregnancy disability leave pursuant to Section VI-E.

## **VI -Factors Relating to Employment - Personal - G**

### **G. 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 Risk Management and Worker's Compensation as

soon as practical after the injury occurs. 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:

When an employee is in pay status, the employee shall be paid by the District at one hundred percent (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 and 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 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, that employees shall not be entitled to the 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 educational assistant'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 educational assistant providing the educational assistant files a written request for such payment with Risk Management and Worker's Compensation. If the contested claim is settled in favor of the educational assistant, the provisions of paragraph 2 are retroactively applicable and the number of sick leave days consumed is restored to the credit of the educational assistant.

## **VI -Factors Relating to Employment - Personal - H**

### **H. RELIGIOUS HOLIDAYS**

1. The Board of Education will allow absence from work subject to the terms set forth below, for the purpose of observing religious holidays, providing the doctrine of the educational assistant's religion and the educational assistant's religious convictions prohibit the educational assistant from working on such holiday. The employee may elect to utilize sick leave provided for under Section VI-A-1 in order to remain in paid status on such observance day(s). If the employee does not elect to utilize sick leave provided for under Section VI-A-1, such days shall be without pay. The employee shall notify the District of his/her intent to utilize sick leave days 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 Employment Manager 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. For religious holidays falling between those dates, notice shall be given seven (7) school days prior to the requested absence.

## **VI -Factors Relating to Employment - Personal - I**

### **I. HOLIDAYS**

Educational assistants shall be compensated for the following holidays based on the number of hours regularly worked on the week day on which the holiday occurs. If the educational assistant is in pay status during the payroll period in which a holiday(s) falls, he/she shall be compensated for any holiday(s) that fall(s) in the same payroll period. If the educational assistant does not normally work on the week day on which the holiday occurs, but works the same hours each day when working, the educational assistant is entitled to the same hours of pay for the holiday. If the same circumstances exist, except that the educational assistant works varying hours on the days worked, hours are averaged and holiday pay is paid for the average hours worked that week:

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 defined in the Teacher Collective Bargaining Agreement

Memorial Day

Educational assistants who are employed by the District during summer school sessions shall be compensated for Independence Day in accordance with the above provisions.

## **VI -Factors Relating to Employment - Personal - J**

### **J. LUNCH AND BREAKS**

Educational assistants working four (4) or more hours per day shall be provided one-half (1/2) hour unpaid duty-free lunch. Nothing in this section shall prohibit a member of the bargaining unit from voluntarily performing noon lunch supervision. Educational assistants shall be paid at their highest hourly rate for performing noon lunch supervision. In addition, for employees scheduled to work four (4) hours, but less than six (6) hours per day, each educational assistant shall receive one fifteen (15) minute paid break. Employees scheduled to work six (6) hours but less than eight (8) hours per day will receive twenty (20) minutes of paid break time. Employees scheduled to work six (6) hours but less than eight (8) hours per day must take one ten (10) minute break in the a.m. and one ten (10) minute break in the p.m. Employees scheduled to work eight (8) hours per day will receive two fifteen (15) minute paid breaks. Employees scheduled to work eight (8) hours per day must take one fifteen (15) minute break in the a.m. and one fifteen (15) minute break in the p.m.

## **VI -Factors Relating to Employment - Personal - K**

### **K. TEACHER INSERVICE DAYS**

On teacher inservice days, educational assistants shall participate in teacher inservice day programs provided by the District when the District deems attendance to be mandatory. The District will provide notice to the educational assistants no later than the commencement of the school year or three (3) weeks prior to the inservice day, whichever is sooner, as to whether the training will be mandatory. If the training is not mandatory, educational assistants may 1) participate in teacher inservice day programming; 2) work at their regular or related duties; or 3) take the day off without pay. Educational assistants shall be paid at their normal hourly rates for inservice participation.

## **VI -Factors Relating to Employment - Personal - L**

### **L. TEMPORARY SCHOOL CLOSING OR DELAY IN OPENING**

1. Should it become necessary to close or delay the opening of school due to inclement weather, power failures or other circumstances, notice to those in the bargaining unit shall be delivered prior to 6:30 a.m. over radio stations whose broadcast studios are located within the city limits of the City of Madison. If the schools are closed during the day, then notice will be given at the school building. If schools are closed as described above, educational assistants shall not report to work or shall leave work. Lost work time due to a temporary school closing or delay in opening may be compensated by the educational assistant's request in writing to the educational assistant's principal or supervisor to use personal illness leave. Educational assistants who choose not to use personal illness leave may elect to make up the lost work time as set forth in paragraph #2.
2. Educational assistants, at their option, may elect to make up work time missed above, unless the school year is extended pursuant to paragraph #3 below, in the following manner:
  - a. With prior written approval of their principal or supervisor as to the make up time, dates and duties, educational assistants may make up all of the regularly assigned time which was lost on the days referenced in paragraph #1 through completion of one week after 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 one week following the last day of the school year, a pay dock will occur for the balance of the hours not completed on the last paydate 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 forty (40) hours per week.

- 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 work traditionally assigned by the principal or supervisor, or work of clerical/technical nature so long as such does not reduce the regularly scheduled hours of members of the clerical/technical bargaining unit.
3. 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.

## **VI -Factors Relating to Employment - Personal - M**

### M. TRANSPORTING STUDENTS

Educational assistants shall not transport pupils in private cars on school business.

## **VI -Factors Relating to Employment - Personal - N**

### N. PERSONNEL FILES

1. Educational assistants 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 educational assistant or Madison Teachers.
  - b. No official reports or derogatory statements about an educational assistant shall be filed unless the educational assistant is sent a copy at the same time. The educational assistant 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 educational assistant's official personnel file.
2. Madison Teachers, when representing an educational assistant, shall be accorded the same opportunity to review all information in the educational assistant's file relating to the educational assistant's performance during employment in the Madison Metropolitan School District if the educational assistant consents in writing to the review.

## **VI-Factors Relating to Employment - Personal - O**

### O. LEAVE FOR LEGAL REASONS

Employees will be permitted to be absent for one (1) day per school 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 five (5) working days prior to such absence. The employee will be expected to be absent only as long as necessary.

## **VI-Factors Relating to Employment - Personal - P**

### **P. MILITARY LEAVE**

1. A military leave of absence is granted to an educational assistant for induction or voluntary enlistment into the armed forces by filing a request for such leave in writing in the office of the Department of Human Resources.
2. The educational assistant retains accumulated personal illness leave but does not accumulate additional personal illness days. Each approved year of leave referenced in section 1 (above) is credited as a year of experience on the salary schedule.
3. Upon return from military leave the educational assistant is placed back on the educational assistant list as an educational assistant and assigned as per the terms of this Agreement.
4. The educational assistant must indicate his/her intention for re-employment within ninety (90) days of his armed forces termination date; if the educational assistant is hospitalized for a service-connected disability during the ninety (90) day period, he/she must indicate his/her intention for re-employment within ninety (90) days of the hospitalization release date. Such re-employment notification does not apply to an educational assistant who participates in reserve summer camp and is not scheduled to work for the District during the dates of the reserve summer camp.
5. The educational assistant retains his/her right to continue insurance protection provided by insurance programs available via the Collective Bargaining Agreement, provided the educational assistant maintains the premiums required by such insurance.
6. The aforementioned provisions shall also apply to educational assistants for service in the Peace Corps and Vista.

## **VI – Factors Relating to Employment-Personal – Q**

### **Q. PERSONAL LEAVE**

Educational assistants may receive up to two unpaid personal leave days per school year. Such absence will be in at least one-half (1/2) days increments. Requests shall be submitted to the school principal for approval.

## **VII - Insurance - A**

### **A. INSURANCE POLICIES**

Any insurance policy selected by the Board of Education to implement provisions of this Agreement which is not also purchased to provide coverage for employees outside this Collective Bargaining

Unit will be acted upon by the Board of Education following a recommendation by Madison Teachers.

## **VII - Insurance - B**

### **B. HEALTH INSURANCE**

1. All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage.
2. The District shall offer, at no cost to the employee (through June 30, 2011), the option of membership in one of at least three (3) qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan, and, if permitted by the insurance providers, both Physicians Plus and Unity. If the District is unable to offer both Physicians Plus and Unity, the District has the sole discretion to determine which of the two HMOs it will offer. The District will also provide the 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 provided 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 10% of the monthly premium for both single and family coverage.
3.
  - a. Educational assistants new to the Madison Metropolitan School District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided completed applications for such coverage are received in the Benefits Department on or before All Staff Day prior to the start of the school year. For educational assistants whose applications are received after All Staff Day and for educational assistants beginning employment after August, such coverage shall be available the first day of the month following one month of employment.
  - b. 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; (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 B (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.

4. Participation in the program is optional.
5. It is understood that any change in benefits of the announced program requiring premium increases or any premium increased for the same program required in the future will not necessarily increase the individual or family contribution by the Board of Education.
6.
  - a. Retirees may participate 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 55 years of age upon retirement, have been employed in the Madison Metropolitan School District at least ten (10) years 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 participate in the insurance plan(s) provided they pay the full monthly premium.
7. Resignations:
  - a. If an educational assistant submits a resignation with an effective date prior to the end of the school year, health insurance benefits cease at the end of the month following the month in which the termination is effective.
  - b. If an educational assistant submits a resignation:
    1. with an effective date after the end of the school year,
    2. effective with the conclusion of the last day of the school year,health insurance benefits continue through the end of July.

An educational assistant may continue in the health insurance group for the period of time which is applicable under existing state and federal laws provided he/she pays the full monthly premium for same in a timely manner.

8. Waiver of Premium:

The HMO contracts which provide health insurance benefits shall provide Waiver of Premium. Said waiver shall be for a period of thirty-three (33) months.

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.

9. If death should occur to an employee who had been actively carrying designated family partner (DFP) insurance, his/her designated family partner and the 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 - C**

### **C. 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 coverage.
  - 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 status 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-H may continue their dental insurance coverage available through this Agreement throughout their retirement by reimbursing the District for full premium costs through Section III-H-2, Retirement Sick Leave Payment, 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  
Preventive: Twice per policy year

b. Deductible: Preventive \$0  
Basic Benefits \$0  
Major Services \$0  
Orthodontia \$0

c. Co-Insurance\*:

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

\* Reimbursement Subject to Reasonable and Customary Fee.

d. Description of Benefits:

1. Preventive:

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
Prophylaxis	Space Maintainers (Dependents under Age 19)

3. Major Services

Crowns	Bridges	Implants
Onlays	Dentures	

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 therefrom, 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.
- b. For family coverage: 90% of the monthly premium cost.

Those who have a designated family partner pursuant to Addendum B 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.

5. Dental insurance coverage ends upon the death of the employee, when the employee requests that coverage be cancelled, when the employee does not pay his/her portion of the premium or when employment ends for any reason.

## **VII - Insurance - D**

### **D. GROUP LIFE INSURANCE**

1. Group Life Insurance is available to all permanent educational assistants 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 (1) 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 educational assistant may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.
2. The Board shall contribute eighty-five percent (85%) of the premium for basic coverage for each educational assistant who opts for coverage in the group life insurance program. The educational assistant so participating who opts for additional coverage shall contribute any premium payments required in addition to the Board's contribution. Such contributions shall be made via payroll deduction. Designated family partners and their children are covered as dependents for purposes of dependent life insurance benefits.
3. Changes in the current benefit structure and/or carrier may be made through mutual agreement by the parties to the Agreement.

## **VII - Insurance - E**

### **E. WISCONSIN RETIREMENT FUND**

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. In lieu of employee payment, the Employer shall pay the full contribution required by §40.05(1)(a), Wis. Stats. to the Wisconsin Retirement Fund for all participating educational assistants who are members of the bargaining unit represented by the union described herein 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 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 educational assistants 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 educational assistants, it being understood that such payments made by the Employer shall not be considered a municipal contribution.

3. For the sole purpose of reporting creditable service to the Department of Employee Trust Funds (ETF), the District shall establish a standard work week of thirty-seven (37) hours per week. This standard week shall not be used for overtime calculations and overtime shall be based only on a forty (40) hour work week.

**VII - Insurance - F**

**F. LIABILITY INSURANCE**

The Board of Education shall carry liability insurance to protect educational assistants from recourse for acts performed in accordance with their duties.

**VII - Insurance - G**

**G. 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 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 Faculty Representative of Madison Teachers may request an authorized agent to present his company's program to the faculty of the school. Employees in said school may then complete an application requesting individual presentation. Such meetings may be held only after the contracted teaching day.

4. The School District reserves the right to require a minimum total of five (5) 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 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 biweekly, 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 (4) biweekly 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 paydate 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 (1) year except that this requirement does not apply to the first agreement that has less than one (1) year to run. The Madison Metropolitan School District rules for making a change in a salary reduction agreement are as follows:
  - a. No more than four (4) changes in a salary reduction agreement (either an increase or a decrease) are permitted over 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 paydate 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 (1) tax deferred private company annuity program if they so desire. If two (2) 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 (1) tax deferred annuity program approved by the Secretary of the Board of Education.)

## **VII - Insurance - H**

### **H. INCOME PROTECTION/LONG TERM DISABILITY**

The Employer shall extend, at no cost to the employee, the coverage of the Long Term Disability-Income Protection Plan (presently carried through Schools Insurance Fund) to all eligible employees. All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long term disability insurance coverage.

The LTD Insurance Plan provides:

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 seventy (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 - I**

### **I. REIMBURSEMENT FOR LOSS OF, OR DAMAGE TO, PERSONAL PROPERTY**

1. Private Cars, Station Wagons, or Vans

An employee may, as part of his/her duties through an agreement between MTI and the District, voluntarily transport students in his/her motor vehicle, station wagon or van (which seats 6 or less).

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. Damage to Vehicle Caused by Vandalism: A bargaining unit member who in the prudent course of duty has his/her vehicle damaged by vandalism shall receive reimbursement for the damage of the vehicle provided all of the following conditions are met:
  - a. The bargaining unit member was on paid status at the time the damage occurred to his/her vehicle.
  - b. The bargaining unit member requested law enforcement come to the site to file a report. If the law enforcement refuse such service, police documentation as to the date and time of the call for assistance shall suffice. The Madison Police Department self-reporting form shall suffice as "police documentation."
  - c. The maximum amount of reimbursement that the District would provide to an eligible bargaining unit member under this section is limited to the lesser of two hundred and fifty dollars (\$250), the actual cost of the repair or the actual deductible reimbursement amount.
  - d. In order to receive reimbursement from the District, the bargaining unit member shall subrogate to the District his/her ability to recoup the amount of damages provided to the bargaining unit member under Section VII-I-2-d and the bargaining unit member shall provide to the District Department of Motor Vehicle documentation demonstrating that the vehicle is registered to the bargaining unit member.

The request for reimbursement shall be filed with the District's Department of Human Resources.

3. 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 (2) 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.

4. 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. The bargaining unit member was not disciplined or discharged by the District for his/her involvement in the incident that resulted in the damage to the employee's vehicle.
2. Damage or loss for any individual claim shall be limited to three hundred and fifty dollars (\$350) per claim except for a claim under #3 above which shall be limited to four hundred and fifty dollars (\$450) and a claim under #2 which shall be limited to the lesser of \$250, the actual cost of the repair or the actual deductible reimbursement amount.
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 for all items except under #2, damage to vehicle. The principal or supervisor will approve or deny said claim within ten (10) days. Claims for items listed under #2, damage to vehicle will be filed with the District's Department of Human Resources.
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 except as provided for in Section VII-I-2.

## **VII - Insurance - J**

### **J. LONG TERM CARE**

The District will offer a voluntary long-term care insurance program, mutually agreed to by the parties. All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long term care insurance. 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.

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.

## **VIII -Other MTI/Board of Education Agreements - A**

### **A. STAFF DIRECTORY**

In the event that Madison Public Schools prepares and issues a staff directory, educational assistants shall be included.

## **VIII -Other MTI/Board of Education Agreements - B**

### **B. EXPENSE OF TRANSCRIPTS**

If a transcript of hearing is desired the party so desiring will bear the cost. If mutually agreed between the parties, or if the other party desires a copy the cost shall be shared.

## **VIII -Other MTI/Board of Education Agreements - C**

### **C. CONTRACT PRINTING**

The Master Contract shall be printed and distributed to all educational assistants at the expense of the Board of Education with such distribution to take place within sixty (60) days after the contract has been signed by the parties.

## **VIII -Other MTI/Board of Education Agreements - D**

### **D. VERBAL AGREEMENTS**

There shall be no verbal agreements during the life of this contract and both parties agree that all disputes, grievances, and claims will be settled exclusively in accordance with the contract procedures as set forth herein except where such matters are within the jurisdiction of governmental agencies. Any prior verbal agreements are herewith agreed to be considered null and void and no longer in effect.

## **VIII -Other MTI/Board of Education Agreements - E**

### **E. SEVERABILITY**

If any article or section of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with an enforcement of any article on 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 MTI/Board of Education Agreements - F**

### **F. 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 parties.

## **VIII -Other MTI/Board of Education Agreements - G**

### **G. DURATION**

This Agreement is effective as of July 1, 2013, and continues through June 30, 2014. 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.

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

BOARD OF EDUCATION OF  
CITY OF MADISON

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

MADISON TEACHERS INCORPORATED

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Executive Director

Date Signed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

ADDENDUM A  
RE: Limited Term Employees

This is an addendum to the Educational Assistants Collective Bargaining Agreement, July 1, 2013 through June 30, 2014. This addendum sets forth the additions, exclusions and amendments to that agreement as it affects the positions of those employed as limited term employees.

This addendum specifically excludes District students, volunteers and volunteer coordinators and tutor/mentor coordinators, independent consultants, individuals temporarily hired during the hiring process for permanent positions and to fill temporary vacancies caused by leaves of absence, lunchroom and playground supervisors, and all other employees.

DEFINITIONS:

Limited term employment shall not exceed ten (10) consecutive weeks, except for tutors who may not work more than 320 hours per school year.

Tutors are limited term employees who work specifically with individual regular students, and/or special ed students whose IEPs do not call for tutoring, in one-on-one assignments or in small groups of no more than two students.

TERMS:

- I. None of the provisions of the Educational Assistants Collective Bargaining Agreement are applicable to a limited term employment position except the following:
  - III-A: Limited term employees shall be paid the regular hourly wage rate for regular educational assistants at Base 1, except when said work is performed by regularly employed educational assistants who shall be paid at their then current rate of pay.
  - III-I: As set forth in the Collective Bargaining Agreement.
- II. The District will deduct dues or a fair-share, as the case may be, from the wages paid to limited term employees employed under this addendum.
- III. Any limited term employment which is clerical in nature shall be covered by the provisions in Addendum C of the supportive Educational Employees Collective Bargaining Agreement.
- IV. Should regularly employed educational assistants working at a site have the necessary qualifications and be able to provide the type of limited term employment, at the time needed, such educational assistants shall first be offered the opportunity to work any available additional hours. Furthermore, for limited term tutors, employment will be based upon the principal's determination of the needs of the student.

- A. Such hours shall not be considered a part of the educational assistants regularly assigned allocation and may be withdrawn from the educational assistant assigned, reduced or eliminated at any time without notice or appeal.
  
- B. Educational assistants whose hours have been temporarily increased for a period of ninety (90) days or more, which increase would allow the employee to qualify for health insurance coverage for a period of three (3) months or more, may apply for such coverage. Said employees must submit an application for insurance within thirty (30) days of receipt of the notification of increased hours. Health insurance coverage will become effective the first day of the month following one month of employment. If new hours are decreased once insurance becomes effective, the normal procedure for non-eligibility due to the reduction of hours will take effect.

## ADDENDUM B

### **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 JUDGMENT 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 MAY BE NO BLOOD TIES CLOSER THAN THAT PERMITTED FOR MARRIAGE, FOR ONE TO QUALIFY FOR DESIGNATED FAMILY PARTNER 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.

## ADDENDUM B-1

### PROCEDURES FOR DESIGNATION OF "FAMILY PARTNER"

Purpose: The procedure for designating a "family partner" to access specified benefits set forth in the Collective Bargaining Agreement, is as follows:

A person designated in writing on an agreed upon form, and filed with the District's Department of Human Resources by the employee as one's family partner shall make the employee eligible for certain benefits set forth in the Agreement which include "designated family partner."

1. Upon initial employment by the Madison Metropolitan School District, unmarried employees will be offered an opportunity to designate a single "family partner."
2. Current MMSD employees who wish to designate a "family partner" must complete a designation form, and submit same to the District's Benefits Manager, prior to being eligible to use the terms set forth in the Agreement.
  - a. Employees designating a "family partner" must be unmarried;
  - b. Only one "family partner" designation may be on file for a given employee at any time;
3. One copy of the "family partner" designation form shall be returned to the employee and the original placed in a limited access file separate from the employee's personnel file, and shall be kept in the office of the District's Benefits Manager.
4. "Family partner" designations may be withdrawn by the individual who filed by filing a written notification with the District Benefits Manager.

## ADDENDUM C

### Substitute Special Education Assistant Employees or Substitute Nurse's Assistant

This is an addendum to the Educational Assistants Collective Bargaining Agreement, July 1, 2013 through June 30, 2014.

If the District chooses to employ and assign substitute special education assistant employees/nurse assistant, then the provisions of this Addendum C are applicable.

#### DEFINITIONS:

A. Substitute SEAs/NAs are employees hired to fill temporary vacancies caused by absence and/or leaves of absence.

B. Long-term SEAs/NAs are employees who are assigned a minimum of sixty (60) working days as a substitute for the same SEA/NA.

#### I. Applicable Provisions:

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

1. III-A Salary
2. III-B Longevity
3. III-D Work Year Schedule
4. III-G Extended Employment
5. III-H Separation from Services
6. III-I District Employee Hired into the Bargaining Unit (*Covered by Memorandum of Understanding concerning prior service for Educational Assistants*)
7. IV-A Probationary Period
8. IV-D Posting of Vacancies
9. IV-E Assignment/Involuntary Transfer
10. IV-F Voluntary Transfer of Assignment
11. IV-G Seniority
12. IV-H Hours of Work
13. IV-I Reduction in Work Hours
14. IV-K Reduction in Staff
15. IV-L Disciplinary Action
16. IV-M Dismissal
17. IV-N Re-employment
18. VI-A Personal Illness Leave
19. VI-B Notification of Accrued Personal Illness Leave
20. VI-C Absence for Bereavement
21. VI-D Jury Duty or Subpoenaed Witness

- 22. VI-E Leave of Absence
- 23. VI-F Absence Required by Pregnancy and Maternity Leave
- 24. VI-H Religious Holidays
- 25. VI-I Holidays
- 26. VI-N Temporary School Closing or Delay in Opening
- 27. VII-A Insurance Policies
- 28. VII-B Health Insurance
- 29. VII-C Dental Insurance
- 30. VII-D Group Life Insurance
- 31. VII-E Retirement\*
- 32. VII-G Tax Deferred Annuity
- 33. VII-H Income Protection/Long Term Disability
- 34. Addendum A Limited Term Employees
- 35. Addendum B Designated Family Partner

\* 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 special education assistants/nurse assistants shall be compensated at the applicable base rate of pay pursuant to Section III-A.

Retired nurse assistants who are subsequently reemployed as substitute nurse assistants shall be compensated at their formerly achieved step and longevity.

Retired SEAs who are subsequently reemployed as substitute SEAs shall be compensated at their formerly achieved step and longevity.

B. 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 four (4) hours of pay. The employee will not receive compensation under this section if the employee refuses the reassignment. 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-F of the Collective Bargaining Agreement.

C. Assuming satisfactory performance, the substitute SEA or NA shall remain in the position until the regular SEA or NA returns.

D. A substitute employee shall be treated equally with all other external candidates for vacant positions in this unit.

Long-term substitute employees shall, during their long-term assignment be considered for available educational assistant vacancies according to the terms of Section IV-F, Voluntary Transfer of Assignment, provided that said vacancy is scheduled to commence after the conclusion of their temporary assignment. The seniority date for purposes of Section IV-F, shall be the first day hired by the Madison Metropolitan School District as a substitute special education assistant followed by continuous service as a substitute SEA on the substitute list.

E. 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.

1. Long-term substitute SEAs/NAs shall be eligible for the District health insurance contributions with such coverage commencing the first of the month following one month after the determination that their assignment is long term.

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