



MASTER CONTRACT

Between the

Middleton Cross Plains Area School District
Board of Education

And the

Middleton Education Staff Association

2011-2013

TABLE OF CONTENTS

1.00	RECOGNITION	1
2.00	MANAGEMENT RIGHTS	1
3.00	ASSOCIATION RIGHTS.....	1
4.00	FAIR SHARE AGREEMENT	2
5.00	VOLUNTARY DUES DEDUCTIONS	3
6.00	HOURS OF WORK	3
6.01	SPECIALIZED PHYSICAL HEALTH CARE SERVICES.....	3
6.02	MEDICAL EXAMINATION	4
6.03	MILEAGE REIMBURSEMENT.....	4
6.04	PAYCHECKS	4
7.00	IN-DISTRICT SUBSTITUTING.....	4
8.00	REIMBURSABLE ABSENCE	4
8.01	PERSONAL/EMERGENCY LEAVE	5
9.00	JURY AND WITNESS DUTY.....	6
10.00	LEAVES OF ABSENCE WITHOUT PAY	6
11.00	REPLACEMENT EMPLOYEES.....	6
12.00	TEMPORARY EMPLOYEES.....	7
13.00	PAID HOLIDAYS.....	7
14.00	PLACEMENT ON SALARY SCHEDULE.....	7
14.01	ADVANCEMENT ON SCHEDULE.....	7
15.00	HEALTH INSURANCE.....	8
16.00	DENTAL INSURANCE.....	8
17.00	DISABILITY INCOME INSURANCE.....	9
18.00	LIFE INSURANCE.....	9
19.00	FLEXIBLE SPENDING ACCOUNT.....	9
20.00	RETIREMENT CONTRIBUTIONS.....	9
21.00	VOLUNTARY EARLY RETIREMENT HEALTH INSURANCE	9
22.00	WORKER'S COMPENSATION.....	10
23.00	EVALUATION OF PERFORMANCE.....	10
24.00	JOB ASSIGNMENT	10
25.00	REASSIGNMENT AND TRANSFER.....	10
26.00	TERMINATION.....	11
27.00	GRIEVANCE PROCEDURE	11
28.00	DISCIPLINE OR DISCHARGE.....	12
28.01	EVALUATION PROCESS	12
28.02	AWARENESS PHASE.....	13
28.03	IMPROVEMENT PHASE	13
28.04	DISCIPLINE AND DISCHARGE FOR SPECIFIC OFFENSES	15
29.00	LAYOFF	16
30.00	PROBATION.....	17
31.00	JOB DESCRIPTION	18
32.00	PERSONNEL FILES.....	18
33.00	SAVINGS CLAUSE.....	18
34.00	MENTORING	18
35.00	ORIENTATION AND PROFESSIONAL DEVELOPMENT.....	18
36.00	NO STRIKE CLAUSE.....	19
37.00	TERMS OF AGREEMENT -- DURATION	19
	APPENDIX A	21
	COMPENSATION, SALARY SCHEDULE FOR 2011-2012	21

1 **MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT AGREEMENT ON MASTER CONTRACT**
2 **FOR PARA-EDUCATORS**

3
4 **2011 – 2013**
5

6
7 **1.00 RECOGNITION**

8 The Board of Education of the Middleton-Cross Plains Area School District (hereinafter referred to
9 as the "Board" or "District") recognizes the Middleton Education Staff Association (hereinafter
10 referred to as the "Association" or "MESA") as the sole and exclusive bargaining representative
11 for all regular and SWD full-time and all regular and SWD part-time Para-Educators employed by
12 the Middleton-Cross Plains Area School District who perform instructional support tasks and/or
13 student supervision in support of the educational program of the school, including technology
14 assistants, nurses' assistants, temporary and replacement Para-Educators, but excluding
15 Superintendent of Schools, Assistant Superintendents, administrators, teachers, substitute
16 teachers, interns and student teachers, nurses, custodial personnel, confidential secretaries, food
17 service personnel, transportation personnel, clerical staff represented by another union, and
18 Supervisory/Coordinator positions.
19

20 **2.00 MANAGEMENT RIGHTS**

- 21 A. The operation of the school system and the determination and direction of the working force
22 including the right to plan, direct and control operations; to carry out the statutory mandate
23 and goals assigned to the school board in the most appropriate and efficient manner
24 possible; to contract out for goods and services; to create, revise and eliminate jobs; to
25 establish and require the employees to observe reasonable rules and regulations; to hire,
26 transfer and lay off; to maintain order; to comply with State and Federal law; and to suspend,
27 demote, discipline and discharge employees are the functions of the Board. The Board shall
28 not exercise these rights in violation of the specific provisions of this Agreement.
29
- 30 B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and
31 the adoption of such rules, regulations and policies as it may deem necessary shall be limited
32 only by the specific and express terms of this Agreement.
33

34 **3.00 ASSOCIATION RIGHTS**

- 35 A. MESA and its members may conduct MESA business on school property after the normal
36 workday, provided that it shall not interfere with instructional procedures and other school
37 operations.
38
- 39 B. MESA and its members may use the school buildings for meetings with the approval of the
40 building principal outside the normal work day provided that such use does not require added
41 custodial time or custodial costs and that a regular custodian is on duty.
42
- 43 C. MESA and its members may post notices of activities and matters of MESA concern on a
44 designated employee bulletin board in each school building.
45
- 46 D. MESA and its members may use the District interschool mail service, employee mail boxes,
47 e-mail, fax machines and voice mail for local union business so long as such use does not
48 interfere with normal school operations. MESA will reimburse the District for reasonable
49 cost(s) of such use upon receipt of itemized cost(s) from the District.
50
- 51 E. MESA or its members may make brief announcements of MESA related meetings at
52 regularly scheduled staff meetings when planned in advance and approved by the Employer.
53
- 54 F. MESA members may receive telephone calls or other communications concerning MESA
55 business during the member's regular scheduled free time and during duty-free lunch
56 periods.
57

1 G. The District will provide MESA with a bargaining unit seniority list by October 1 of each
2 school year.
3

4 **4.00 FAIR SHARE AGREEMENT**

- 5 A. All employees in the bargaining unit who work more than 1.5 hours per day shall be required
6 to pay, as provided in this Article, their fair share of the costs of representation by the
7 Association. No employee shall be required to join the Association, but membership in the
8 Association shall be available to all employees who apply, consistent with the Association's
9 constitution and bylaws.
10
- 11 B. The District shall deduct in equal installments from the monthly earnings of all employees in
12 the collective bargaining unit, except exempt employees, their fair share of the cost of
13 representation by the Association, as provided in section 111.70(1)(f), Wis. Stats., and as
14 certified to the District by the Association. The District shall pay said amount to the treasurer
15 of the Association on or before the end of the month in which such deduction was made. The
16 date for the commencement of these deductions shall be determined by the Association;
17 however, all employees shall be required to pay their full annual fair share assessment
18 regardless of the date on which their fair share deductions commence. The District will
19 provide the Association with a list of employees from whom deductions are made with each
20 monthly remittance to the Association.
21
- 22 1. For purposes of this Article, exempt employees are those employees who are members
23 of the Association and whose dues are deducted and remitted to the Association by the
24 District pursuant to Article 5.00 (Voluntary Dues Deduction) or paid to the Association in
25 some other manner authorized by the Association. The Association shall notify the
26 District of those employees who are exempt from the provisions of this Article and shall
27 notify the District of any changes in its membership affecting the operation of the
28 provisions of this Article.
29
- 30 2. The Association shall notify the District of the amount certified by the Association to be
31 the fair share of the cost of representation by the Association and the date for the
32 commencement of fair share deductions, prior to any required fair share deduction.
33
- 34 C. The Association agrees to certify to the District only such fair share costs as are allowed by
35 law, and further agrees to abide by the decisions of the Wisconsin Employment Relations
36 Commission and/or courts of competent jurisdiction in this regard. The Association agrees to
37 inform the District of any change in the amount of such fair share costs.
38
- 39 D. The Association shall provide employees who are not members of the Association with an
40 internal mechanism within the Association which is consistent with the requirements of state
41 and federal law and which will allow those employees to challenge the fair share amount
42 certified by the Association as the cost of representation and to receive, where appropriate, a
43 rebate of any monies to which they are entitled. To the extent required by state or federal
44 law, the Association will place in an interest-bearing escrow account any disputed fair share
45 amounts.
46
- 47 E. The Association and the Wisconsin Education Association Council do hereby indemnify and
48 shall save the District harmless against any and all claims, demands, suits, or other forms of
49 liability, including court costs, that shall arise out of or by reason of action taken or not taken
50 by the District, which District action or non-action is in compliance with the provisions of this
51 Article, and in reliance on any lists or certificates which have been furnished to the District
52 pursuant to this Article; provided that the defense of any such claims, demands, suits or other
53 forms of liability shall be under the control of the Association and its attorneys. However,
54 nothing in this section shall be interpreted to preclude the District from participating in any
55 legal proceedings challenging the application or interpretation of this Article through
56 representatives of its own choosing and at its own expense.
57

1
2 **5.00 VOLUNTARY DUES DEDUCTIONS**

- 3 A. It is agreed to by and between the District and MESA that upon written receipt of
4 authorization therefore, signed by the employee with a copy provided to MESA, the District
5 shall deduct an amount to provide monthly payments of membership dues to MESA and its
6 affiliate organizations from the salary checks of the MESA members. The amounts so
7 deducted shall be promptly remitted to the MESA Treasurer. The appropriate amount of
8 membership dues shall be certified by the MESA Treasurer to the District business office no
9 later than September 1st or the first business day thereafter if September 1st falls on a
10 weekend or holiday.
11
12 B. It is further agreed that such authorization shall continue in full force and effect unless and
13 until MESA submits a written revocation of said authorization to the District not less than thirty
14 (30) days prior to the effective date of such written revocation.
15

16 **6.00 HOURS OF WORK**

- 17 A. Multiple Work Assignments: Employees who are assigned multiple work sites during a
18 continuous work day shall be paid for travel time between the sites at their regular rate. A full-
19 time position is seven and three-quarter ($7 \frac{3}{4}$) hours or more of daily work and thirty-eight and
20 three-quarters ($38 \frac{3}{4}$) hours weekly work for a school year contract period.
21
22 B. Additional Hours and Overtime – Approval and Assignment: Work in excess of forty (40)
23 hours shall be compensated at the rate of one and one-half times the employee's rate of pay.
24 In order for an employee to work beyond his or her contract hours in any week, prior approval
25 must be obtained from the immediate supervisor. Exceptional cases requiring additional
26 hours and/or overtime may be approved after the time is worked when all administrators/
27 principals/immediate supervisors are unavailable and such pre-approval may cause harm to
28 students, staff, community or District property.
29
30 C. Break Times: Because of different schedule requirements, the starting, lunch, and finishing
31 times may vary in different assignments and locations. The employee's building principal or
32 other administrator will schedule the employee's working hours and lunchtime; however the
33 district will make every effort to have all employee lunches commence between 10:45 am and
34 1:15 pm, except as affected by CRT or other early release days. Each Para-Educator
35 working four (4) or more and up to six (6) hours is eligible for one (1) break per day not
36 exceeding fifteen (15) minutes. Para-Educators working six (6) hours or more are entitled to
37 two (2) breaks per day not exceeding fifteen (15) minutes each. Occasional deviations from
38 regular lunch and/or break schedules may be requested by the employee and agreed to on a
39 non-precedent-setting basis with the approval of Administration.
40
41 D. Lunch Assignment: All Para-Educators who work five (5) hours or more per day will be
42 entitled to a non-paid half-hour lunch period, which will be duty free.
43
44 E. Collaborative Release Time: Collaborative Release Time (CRT) is a required part of the
45 Para-Educator's work assignment when the time falls within the Para-Educator's regular
46 hours, unless otherwise agreed to in writing by the building principal, the employee, and
47 MESA. If the Para-Educator does not work as assigned during CRT time, the time shall be
48 documented as non-paid time. Leave time shall not be permitted during these times.
49

50 **6.01 SPECIALIZED PHYSICAL HEALTH CARE SERVICES**

- 51 A. All employees will be provided with a copy of their job description upon hire to inform them of
52 the duties that could be generally expected from them in the position. When Specialized
53 Physical Health Care Services are or become necessary within the scope of the position, the
54 employee will be informed of this requirement.
55
56
57

- 1 B. If an employee's job duties change after date of initial hire to include the performance of such
 2 duties, the employee will be given the opportunity to accept or reject the revised position. If
 3 the employee chooses to reject the position as described, the employee will be given the
 4 opportunity to transfer into another available Para-Educator position which is substantially
 5 equal to the current position, which does not include the objectionable duties and for which
 6 the employee is qualified or go to layoff status pursuant to Section 28.00 of this contract.
 7
 8 C. Employees performing this type of duty, including but not limited to delegated nursing acts,
 9 shall be provided with training and supervision in how to perform said duties by qualified
 10 health care professionals and shall receive a periodic review upon request and every year.
 11
 12 D. When requested, every effort will be made to provide employees performing duties which
 13 include intimate contact with students, such as, but not limited to, catheterization and
 14 toileting, with a witness.
 15

16 **6.02 MEDICAL EXAMINATION**

17 Upon initial employment, an employee must take a physical examination including a chest x-ray
 18 or tuberculin test, except that the employee may submit proof of such examination, chest x-ray or
 19 tuberculin test taken within the past ninety (90) days in lieu of such examination. The cost of the
 20 initial physical examination, as prescribed by Wis. Stats. 118.25, shall be paid by the school
 21 district to the designated clinic or the cost for the employee's clinic or physician will be reimbursed
 22 to the employee at a rate equal to that of a district designated local clinic or physician according
 23 to the District procedure.
 24

25 **6.03 MILEAGE REIMBURSEMENT**

26 Employees who use their own vehicles for official school business shall be reimbursed at the
 27 basic IRS rate.
 28

29 **6.04 PAYCHECKS**

- 30 A. Frequency: Employees shall have the option of receiving wage payments in twenty (20) or
 31 twenty-four (24) equal installments. Employees will be required to complete an election form
 32 to designate their payment choice no later than August 15th of each year. No changes will be
 33 allowed to be made during the school year to this election. New hires must complete this
 34 election form by their first payroll period. If an election is not received from an employee, the
 35 District will assume that the employee is electing twenty (20) payroll payments.
 36
 37 B. Direct Deposit: All wage payments shall be made using direct deposit. Employees must
 38 complete an authorization to direct the funds to their choice of financial institution(s).
 39 Employees must notify the District of any changes to their direct deposit information.
 40

41 **7.00 IN-DISTRICT SUBSTITUTING**

42 In the event that the District assigns an employee, who is also a certified teacher, to substitute
 43 teach in an emergency need situation, the employee's employment will be deemed to be
 44 uninterrupted. For the hours that the employee works as a substitute teacher, she or he will
 45 receive the regular substitute teacher pay or the employee's regular hourly rate of pay, whichever
 46 is greater. The employee assigned to substitute teach will continue to accrue seniority for the
 47 days worked as a substitute so long as the substituting assignment does not exceed ten (10)
 48 work days per year. If the substituting assignment exceeds ten (10) work days in a school year,
 49 the employee will not be credited for seniority for days in excess of ten (10) days. For the hours
 50 of regular bargaining unit employment, the employee will receive his or her regular hourly rate of
 51 pay.
 52

53 **8.00 REIMBURSABLE ABSENCE**

54 Para-Educators are given ten (10) days of reimbursable absence per year. Reimbursable
 55 absence may be accumulated up to 160 days. This absence is granted for the following
 56 purposes:
 57

- 1 A. Illness or injury of the employee or a member of the employee's immediate family (child,
2 spouse, family partner, parent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-
3 law, brother-in-law, sister-in-law or grandchild). Maximum days per occurrence permissible is
4 ten (10) days per year.

5
6 Definition: A "family partner" is an unrelated adult who resides with a single employee in the
7 same household and who is viewed by the employee as the equivalent of a family member.
8 An employee may only designate one (1) "family partner" at any given time.
9

- 10 B. An illness or injury in the immediate family as defined in "A" above residing outside the same
11 household. Maximum days per occurrence permissible is five (5).
12
13 C. A death in the immediate family including that of a spouse, child, grandchild, parent, father-in-
14 law, mother-in-law, sibling or family partner. Maximum days per occurrence permissible is
15 five (5).
16
17 D. Death of relative including grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-
18 in-law. Maximum days permissible per occurrence is three (3).
19
20 E. Attend the funeral of a person not specified elsewhere in this Section. One (1) day
21 per occurrence.
22
23 F. Birth or adoption of a child, for employees who are not eligible for FMLA leave, two (2) days
24 per occurrence.
25
26 G. Necessary court appearances for personal benefit other than law infractions. One (1) day per
27 occurrence.
28
29 H. Military Leave: Any employee drafted or volunteering in the armed services of the United
30 States of America shall be subject to the terms and provisions of the Uniformed Services
31 Employment and Reemployment Rights Act of 1994 (USERRA) related to any military leave
32 requests.
33
34 I. Inclement Weather/Emergency Closure Days: Three (3) days per year are excused with pay
35 and not subject to deduction from reimbursable leave, provided that proper and timely notice
36 is provided by the employee after the fact to insure reliable record keeping. Excused days
37 not taken during a current year are forfeited.
38

39 Inclement weather/emergency closure days beyond the three (3) days per year may be
40 deducted from reimbursable leave provided that proper and timely notice is provided by the
41 employee after the fact to insure reliable record keeping, unless the District decides to make
42 up these days.
43

44 In the event that the District decides to make up these days, reimbursable leave deducted for
45 said days will be restored and employees will not be paid again for the days made up.
46 Employees who were docked because they did not have reimbursable leave to use for days
47 beyond three (3) days per year will be paid for days that the District decides to make up.
48

- 49 J. Catastrophic Sick Leave Bank: The District will implement a Catastrophic Sick Leave Bank
50 for voluntary participation of all non-teaching and non-administrative/supervisory staff. Staff
51 will have the ability to participate in such Bank according to the policies of that program when
52 it is implemented in the 2011-12 school year.
53

54 8.01 PERSONAL/EMERGENCY LEAVE

55 Personal/Emergency Leave: Three (3) days per year may be used as personal leave. Beginning
56 with the 2008-2009 school year, if an employee has not used all three (3) personal days, the
57 employee's personal leave will accrue as reimbursable absence if not taken.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57

9.00 JURY AND WITNESS DUTY

Employees who are required to respond to a call for jury duty or who are subpoenaed as a witness in court cases not involving the Employer or for personal court appearances shall be excused from work and the Employer agrees to pay the difference between the jury or witness fees paid the employee (not including monies for mileage, or for Saturday or Sunday jury or witness fees), and the employee's regular daily rate provided:

1. that such employee gives prior notice to the Employer as soon as is practicable;
2. that such employee furnishes the Employer with satisfactory evidence of her/his service on jury duty or as a witness;
3. that such employee each day reports for work for the time not needed as a juror or witness.

10.00 LEAVES OF ABSENCE WITHOUT PAY

- A. Short-Term and Long-Term Leaves: Requested leaves of absence without pay may be granted by the supervisor not to exceed ten (10) consecutive days. Leaves of absence without pay in excess of ten (10) consecutive days and up to one year (1) must be requested in writing of Director of Employee Services, who will respond within ten (10) working days.
- B. Medical Leaves: The District will hold an employee's position when the employee is on an approved leave of absence due to medical reason(s) for up to one (1) calendar year. If the leave of absence extends beyond one (1) calendar year, the employee's right to return will end and employment will terminate due to the employee's inability to return to work.
- C. Return to Employment: Any employee having secured an authorized leave of absence as referenced above who returns to his or her employment in accordance with the terms of the leave, shall be entitled to the same rights and classification held by him or her prior to her/his leave, except that his/her total time for seniority purposes shall not be increased while on such leave of absence.

11.00 REPLACEMENT EMPLOYEES

In the event that the District approves a leave of absence, the District will post a "replacement" vacancy. Employees hired as replacements will be subject to the following employment conditions:

- A. The replacement employee will be hired to fill the position for the time the regular employee is absent and the replacement employee will not have any expectation of employment with the District beyond the term of the leave of absence or the school year in which the replacement employment commences, whichever comes first.
- B. The replacement employee will be afforded the contractual provisions of this Master Contract except that replacement employees will not have transfer, promotion, layoff, recall, or bumping rights provided in the Master Contract.
- C. At the conclusion of the replacement employment, the replacement employee may apply for vacancies in the labor unit and will be considered as an applicant from outside the bargaining unit.
- D. If a replacement employee is subsequently hired for a regular full-time or part-time position in the labor unit for or during the next semester following the replacement assignment, then the following conditions apply:
 1. The employee's date of hire for the purposes of establishing seniority will commence upon the employee's date of hire for a regular full-time or part-time position.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
2. The experience the employee gained in the District during the replacement assignment(s) will count toward advancement on the salary schedule consistent with Article 14.00 PLACEMENT ON SALARY SCHEDULE.

12.00 TEMPORARY EMPLOYEES

In the event the District needs to hire an employee to fill a short-term vacancy due to temporary need, the District will post a “temporary” vacancy. Temporary employees will not have any expectation of employment with the District beyond the term of the temporary assignment or the school year in which the temporary employment commences, whichever comes first. Employees hired as temporary will be in one of two categories, either Category A - those whose employment is expected by the District to be more than two (2) full quarters of the school year or Category B - those whose employment is expected by the District to be two (2) full quarters or less. The employment conditions for these categories are described below:

- A. Any employee whom the District knows will be employed for more than two (2) full quarters or more than ninety (90) working days will be afforded the contractual provisions according to this Master Contract except that temporary employees will not have evaluation, transfer, promotion, layoff, recall or bumping rights provided in the Master Contract. Temporary employees do not accrue seniority, and if they subsequently apply for a District vacancy, they will be considered as applicants from outside the bargaining unit.
- B. Any employee who the District does not or cannot predict will be employed for more than two (2) full quarters will not be provided the terms of the Master Contract. If a temporary employee is still employed after two (2) full quarters, the terms and conditions set forth in 12.01, (A) above will apply.
- C. Shadowing: In the event a student with special needs enrolls or is identified in the district, an employee may be hired to work with the student until the student’s needs are determined. This type of work shall be called “shadowing”. An employee may be hired to shadow a student for no more than a twenty (20) day period. Once the student’s needs are determined, if an employee is needed to work with that student, the position will be posted in compliance with the procedures of Article 25.00.

13.00 PAID HOLIDAYS

Employees shall be allowed the following paid holidays each year: Labor Day, Thanksgiving Day, the day after Thanksgiving, and Memorial Day. [One (1) paid work days shall be substituted for the one (1) deleted paid holiday, i.e., Good Friday. This day/hours shall be used for purposes of staff development and/or communication with the teachers with whom the Para-Educator works.]

14.00 PLACEMENT ON SALARY SCHEDULE

The Director of Employee Services or his/her designee retains the right to determine placement on the salary schedule for all newly hired or rehired employees working within the District.

14.01 ADVANCEMENT ON SCHEDULE

All staff covered by this agreement shall be advanced on the salary schedule according to years of experience. Full-time and part-time employees who work for one (1) entire semester or more during a school year shall move one (1) full step on the salary schedule. Full-time and part-time employees who work for less than one (1) entire semester of a school year shall not move a step on the salary schedule until they have completed the entire school year following their hire. The salary increment shall be granted on the first working day under the term of the new collective bargaining agreement. The Board of Education retains the right to determine exceptions to the above procedure when it deems such action to be appropriate.

1 **15.00 HEALTH INSURANCE**

2 A. The District will offer employees the option of coverage through the District group health plan
3 according to the following provisions. The District will contribute no more than 88% toward
4 the plan coverage selected by an employee. Effective July 1, 2011, the District will contribute
5 the amounts stated in Section E.
6

7 B. Health insurance is available to employees under the group policies negotiated with the
8 District. If they so elect, and are eligible for coverage, employees who work a minimum
9 regular shift that averages four (4.0) hours or more daily during the school year may enroll
10 under either the single or family plan. Employees who work a regular shift that averages less
11 than four (4.0) hours daily during the school year are ineligible for health insurance coverage.
12

13 The District shall pay the premium for employees according to the schedule at the end of this
14 section. Under no circumstances will the District pay more than the total monthly premium
15 cost. The employee is responsible for the remaining portion of the premium cost not covered
16 by the Board's contribution.
17

18 C. Employees who are otherwise eligible for participation are eligible for health insurance
19 coverage the first day of the calendar month after initial employment in the group. The
20 District has the right to change carrier(s) and/or coverage.
21

22 D. Health insurance contributions made by the Board effective July 1, 2011 for eligible full-time
23 and part-time employees shall be made according to the following schedule:
24

<u>District Paid Percentage of Health Premiums</u>	
4 hours	44%
Over 4 hours up to 5 hours	55%
Over 5 hours up to 6 hours	66%
Over 6 hours up to 7 hours	77%
Over 7 hours up to 8 hours	88%

25
26
27
28
29
30
31
32 The employee is responsible for the remaining portion of the premium cost not covered by
33 the Board's contribution.
34

35 **16.00 DENTAL INSURANCE**

36 A. Dental insurance is available to employees under the group policy negotiated with the District.
37 If they so elect, and are eligible for coverage, employees who work minimum regular shift that
38 averages four (4.0) hours or more daily during the school year may enroll under either the
39 single or family plan. Employees who work a regular shift that averages less than four (4.0)
40 hours daily during the school year are ineligible for dental insurance coverage.
41

42 B. Employees who are otherwise eligible for participation are eligible for dental insurance
43 coverage the first day of the calendar month after initial employment in the group. The
44 District has the right to change carrier(s) and/or coverage provided the dental insurance plan
45 shall be equivalent to the current coverage.
46

47 C. District Paid Percentage of Dental Premiums

48 4 hours	61%
49 Over 4 hours up to 5 hours	72%
50 Over 5 hours up to 6 hours	85%
51 Over 6 hours up to 8 hours	94%

52
53 The employee is responsible for the remaining portion of the premium cost not covered by
54 the Board's contribution.
55
56

1 **17.00 DISABILITY INCOME INSURANCE**

2 Employees may share in this insurance benefit at the expense of the Board of Education
3 consistent with the regulations of the policy as it may be negotiated with the company providing
4 the insurance. The Board retains the right to change the benefits of this policy as it may
5 determine any changes to be necessary.
6

7 **18.00 LIFE INSURANCE**

8 Life insurance is available under the State Group Policy for any employee having participated in
9 the Wisconsin Retirement System for at least six (6) months. The District pays a portion of the
10 employee's premiums according to the formula provisions of the State Group Policy. Basic
11 coverage is available at the employee's expense. In addition the employer pays 20% which
12 provides post retirement benefits at the 25% level for qualifying retired employees at age sixty-
13 seven (67) and thereafter. Supplemental coverage is available in addition to basic with the
14 employer paying 20% of the total cost. Spouse/dependent coverage is available to employees
15 with the total cost being paid by the employee.
16

17 **19.00 FLEXIBLE SPENDING ACCOUNT**

18 The District will establish and maintain a Flexible Spending Account (FSA) for employees which
19 complies with Section 125 of the Internal Revenue Code. The District will make periodic
20 orientation to the FSA available to employees.
21

22 **20.00 RETIREMENT CONTRIBUTIONS**

23 Wisconsin Retirement System (WRS) - Effective July 1, 2011, employees shall be required to
24 contribute to the Wisconsin State Retirement System an amount equal to one-half (1/2) of all
25 actuarially required contributions as approved by the Employee Trust Funds Board.
26

27 **21.00 VOLUNTARY EARLY RETIREMENT HEALTH INSURANCE**

- 28 A. A voluntary early retirement health insurance benefit is available to employees who
29 have completed fifteen (15) years of continuous employment with the Middleton-
30 Cross Plains Area School District and are fifty-seven (57) or older prior to June 30 of
31 the first year of retirement.
32
- 33 B. Upon retirement an employee may continue for a period of up to five (5) years in a single or
34 family health insurance plan offered by the district. The District will not provide duplicating
35 coverage if the retiree participates in a health insurance program provided by another
36 employer. Changes from single to family or family to single may be subject to underwriting
37 requirements imposed by the insurance carrier.
38
- 39 C. Participation in the Voluntary Early Retirement health insurance benefit and/or continuation of
40 health insurance coverage beyond the benefit period provided herein at the retiree's expense is
41 contingent upon approval of the insurance carrier(s). If an employee's spouse was covered under
42 the employee's district health insurance policy at the time of the employee's retirement, the spouse
43 may continue coverage at the spouse's expense at the current district group rate upon approval of
44 the insurance carrier(s).
45
- 46 D. The District will contribute according to the following schedule for this voluntary early
47 retirement health insurance benefit:
48
- | |
|----------------------------|
| 15 years = \$175 per month |
| 20 years = \$200 per month |
| 25 years = \$225 per month |
- 49
50
51
52

53 Years of service listed in the table above shall be considered continuous employment in any
54 capacity within the District.
55
56
57

1 E. Cash payment for unused reimbursable leave: Upon retirement due to disability, availability
2 of Social Security and/or Wisconsin Retirement after a minimum of fifteen (15) years of
3 continuous employment by the District in any capacity, an employee shall be entitled to a
4 cash payment for unused reimbursable leave which District records show credited to her/him
5 as follows:

6
7 15 years = \$27 dollars per day

8 20 years = \$30 dollars per day

9 25 years = \$33 dollars per day

10
11 A "day" is here construed to be eight (8) hours.

12
13 **22.00 WORKER'S COMPENSATION**

14 Employees who are injured while working for the employer and as a result are entitled to worker's
15 compensation, shall also receive from the employer an amount of salary that when added to
16 worker's compensation payments will equal the salary received for working the employee's shift
17 prior to the injury and it shall be deducted on a prorated basis from the employee's reimbursable
18 leave. When reimbursable leave is exhausted, the employee's wages shall revert to the worker's
19 compensation payment. The employee is to have the option if the individual wants to use
20 reimbursable leave in this manner or if the employee merely desires the worker's compensation
21 alone.

22
23 **23.00 EVALUATION OF PERFORMANCE**

24 A. Performance evaluation will be made of each staff member in accordance with District
25 policies and procedures. Employees will be given a copy of any such District policies and
26 procedures pertaining to evaluation when they are hired and upon request thereafter.

27
28 B. Employees shall be evaluated at least once during the employee's first two semesters of
29 employment. After the first year employees shall be evaluated every other year.

30
31 C. Copies of the completed evaluation will be provided to the employee.

32
33 **24.00 JOB ASSIGNMENT**

34 The Superintendent or his/her designee will notify Para-Educators through a letter of intent no
35 later than June 1 of each school year of tentative job assignments in the next year subject to the
36 layoff provision of Article 28.

37
38 **25.00 REASSIGNMENT AND TRANSFER**

39 A. Involuntary Reassignment and Transfer: The Board may involuntarily reassign or transfer an
40 employee (excluding layoff) for good and/or sufficient reason. Seniority shall be one of the
41 factors considered by administration when determining who should be transferred. The
42 employee and MESA will be notified at least two (2) weeks prior to the transfer or
43 reassignment, except in the case of an emergency, when the employee and the union will be
44 notified as soon as possible. This section does not apply to temporary reassignments that
45 fall within a work day (e.g. a classroom para-educator fills in for an office para-educator
46 during a lunch break).

47
48 B. Posting: As soon as a vacancy becomes known, the new job or the addition of hours to
49 current jobs (provided the addition shall be two (2) hours or more per day) will be posted for
50 ten (10) working days on a designated bulletin board in each school building. The posting will
51 include the job description summary with the full description posted on-line and will describe
52 the position and/or additional hours, terms and conditions of employment, and when the job
53 or hours will begin. During periods of five (5) consecutive work days or more when school is
54 not in session, a copy of the job posting will be sent to the union president or designee.

1 C. Voluntary Reassignment and Transfer: If two (2) or more current employees apply for a
2 reassignment or transfer to a vacant position, the District shall give due consideration to the
3 merits of each current employee, but it will not be bound to transfer or reassign from within.
4 Approved leaves of absence shall not constitute a break in service. The determination of an
5 employee's qualifications under this Article shall be at the discretion of the Superintendent or
6 his/her designee.
7

8 Reassignments and transfers shall be accomplished before laid off employees are recalled to
9 available work.
10

11 **26.00 TERMINATION**

- 12 A. An employee who plans to leave employment with the District shall, whenever possible,
13 provide his/her supervisor with advance notice of such intention at least ten (10) working
14 days before the expected date of termination.
15
16 B. Should the District find it necessary to terminate the services of any employee, the District will
17 give the employee ten (10) working days notice in writing, or ten (10) working days pay in lieu
18 of the notice. Employees terminated for disciplinary reasons shall not be entitled to the
19 written notice or pay in lieu of the notice, unless otherwise agreed by the parties.
20

21 **27.00 GRIEVANCE PROCEDURE**

- 22 A. Purpose: The grievance procedure is designed to insure adequate consideration of
23 questions concerning violation of the Master Contract but not to prevent the continuation of
24 rapport between and among fellow employees, professional staff, and the Board of
25 Education. A determined effort shall be made to settle any grievance at the lowest possible
26 level in the grievance procedure.
27
28 B. Definition: A grievance is defined as the complaint by an employee, group of employees, or
29 the Association regarding the meaning, application or interpretation of a specific provision of
30 this Agreement. "Days" in this section mean weekdays excluding holidays.
31
32 C. Written Grievance: A grievance, if processed beyond Step One, shall be in writing giving a
33 clear and concise statement of the facts upon which the grievance is based, the issue
34 involved, the specific section of the Agreement alleged to have been violated, and the
35 remedy sought.
36
37 D. Steps of Grievance Procedure: Grievances will be processed as follows:
38 First Step:
39 1. An aggrieved employee or a group of employees and/or his/her/their representative
40 shall attempt to resolve the grievance informally between himself/herself/themselves
41 and his/her/their immediate supervisor within fifteen (15) days after the grievance has
42 occurred.
43
44 2. If the grievance is not resolved under 1, the aggrieved shall state the grievance in
45 writing, including a concise statement of the grievance, the date of the alleged incidents
46 or violations, the Article or provision of the Agreement allegedly violated, the remedy
47 requested and the signature(s) of the grievant(s) and the date of the written grievance.
48 The aggrieved shall thus present this grievance to the immediate supervisor. If the
49 aggrieved does not submit his/her/their grievance to the supervisor in writing within
50 fifteen (15) working days after the facts upon which the grievance is based first occur or
51 first should have become known to the aggrieved, the grievance will be deemed
52 waived. In circumstances where the immediate supervisor stands in a subordinate
53 position to a building principal, the principal shall receive a copy of the written
54 grievance also, and he/she/they become a party along with the immediate supervisor to
55 attempt to resolve the issue(s).
56
57

1 Second Step:

- 2 1. If the written grievance as outlined in the first step is not adjusted in a satisfactory
3 manner within five (5) working days after presentation and discussion with the
4 supervisor(s), then the signed written grievance as described in the first step may be
5 sent by the grievant to the Superintendent or his/her designee within ten (10) working
6 days after remedy desired under Step 1 (part 2) has been denied or the grievance will
7 be considered waived.
8
- 9 2. The Superintendent or his/her designee may convene a meeting for the purpose of
10 resolving the grievance.
11

12 Third Step:

- 13 1. If the aggrieved person(s) is/are not satisfied with the disposition of his/her/their
14 grievance at the second step, he/she/they may, within ten (10) working days after a
15 decision of the Superintendent or within fifteen (15) working days after he/she/ they
16 has/have first met with the Superintendent, whichever is sooner, request in writing that
17 the grievance be submitted to arbitration.
18
- 19 2. The grievant(s) may submit the grievance to arbitration within fifteen (15) working days
20 providing written notice of a request for arbitration is made with the Clerk of the School
21 Board within thirty (30) working days of receipt of the Superintendent's answer in Step
22 3.
23
- 24 3. When a request for arbitration has been made, either party may request the American
25 Arbitration Association to prepare a list of seven (7) impartial arbitrators. MESA and
26 the Employer shall alternately strike three (3) names each from the list with the party
27 filing the grievance exercising the first strike. The remaining person on the list shall be
28 notified of his/her appointment as Arbitrator.
29
- 30 4. The Arbitrator shall have no power to set salaries (although he/she may have power
31 to interpret salary) nor to amend, modify, nullify, ignore, or add to the provisions of
32 the Agreement. The Arbitrator shall have no power to substitute his/her discretion for
33 that of the School Board in any matter not specifically covered in this Agreement. A
34 decision of the Arbitrator shall, within the scope of his/her authority, be binding upon
35 the parties.
36
- 37 5. The parties shall share equally the cost and expenses of the arbitration proceeding,
38 including the fee of the Arbitrator. Each party, however, shall bear its own costs of
39 witnesses and all other out-of-pocket expenses, including possible attorneys' fees.
40
- 41 E. Presence of Grievant: The grievant(s) may be present at every step of the procedure and
42 shall be present at the request of MESA, Superintendent or Board of Education. MESA
43 representative may be present if requested.
44
- 45 F. Grievances not processed by the grievant(s) or MESA to the next step within the time limit
46 prescribed shall be considered dropped.
47
- 48 G. All time limits set forth in this grievance procedure may be extended to a specified date by
49 mutual agreement of both parties. Agreements shall be placed in writing.
50

51 **28.00 DISCIPLINE OR DISCHARGE**

- 52
- 53 28.01 EVALUATION PROCESS: After completing the probationary period, the parties agree to the
54 following Performance Support Plan consisting of the Awareness Phase and the Improvement
55 Phase as a procedure for discharge:
56
57

1 28.02 AWARENESS PHASE:

- 2 A. The purpose of the Awareness Phase is to bring the subject staff member and individuals
3 together to identify and discuss areas of concern related to the staff member's performance.
4
5 B. The supervisor identifies, in writing, specific goal areas where current performance is deemed
6 not proficient by the supervisor. The supervisor shall create a file for the Performance
7 Support Plan (PSP) in which all documents related to the PSP shall be maintained. The
8 District shall provide the staff member with copies of all documents placed in the PSP file and
9 the staff member shall have the right to review/copy file documents and/or authorize
10 review/copying of such file documents by a representative(s) of the staff member pursuant to
11 103.13 of Wisconsin Statutes.
12
13 C. The Awareness Phase will be discussed at an initial meeting. This Awareness Phase will last
14 no longer than sixty (60) working days.
15
16 D. At the conclusion of the Awareness Phase, the supervisor and staff member will review the
17 progress and the supervisor will make one of the following decisions in writing:
18
19 1. Concerns resolved, no further action necessary; or
20
21 2. Progress noted, continuation of agreed procedures and extended timeline up to a
22 maximum of thirty (30) working days; or
23
24 3. Concerns remain unresolved, movement to Improvement Phase.
25
26 E. Documents related to items resolved under subsection a) shall be removed from the
27 employee's personnel file and PSP file after a maximum of three (3) years from the decision,
28 if the employee has not been subsequently referred to, or continued in this process with
29 regard to the same specific goal area(s). The district may retain such documents in a
30 separate non-personnel file for potential use in matters involving third parties; however, such
31 documents shall not be used for any purpose related to the staff member's future evaluations,
32 discipline, and/or employment related matters.
33

34 28.03 IMPROVEMENT PHASE:

- 35 A. The purpose of the Improvement Phase is to provide additional guidance and assistance for
36 the resolution of concerns identified in the Awareness Phase of the Performance Support
37 Plan for non-probationary staff members in order to encourage and promote success. The
38 Improvement Phase shall consist of the following process:
39
40 1. The Improvement Phase will be discussed at an initial meeting to be held within ten (10)
41 working days of the completion of the Awareness Phase. The Improvement Phase will
42 not last longer than ninety (90) working days.
43
44 2. The Improvement Phase shall include the following elements which shall be provided to
45 the staff member subject to the PSP at the initial meeting:
46
47 a) A written statement identifying the concern relative to the specific goal area(s);
48
49 b) A written statement identifying the individuals involved in the plan, consisting of the
50 following:
51 1) The staff member subject to the PSP;
52 2) The supervisor of the staff member subject to the PSP;
53 3) The peer coach (optional);
54 i) A qualified peer coach from the unit may be selected by the supervisor of the
55 staff member subject to the PSP. Qualified peer coaches: are active or
56 retired staff members with a minimum of five (5) years of similar experience;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

- have received a strong evaluation rating; and have knowledge relevant to the staff member's assignment.
- ii) The peer coach shall provide advice to the staff member in the improvement phase on how to improve performance skills and to successfully complete the remediation plan.
- iii) The peer coach shall not evaluate the individual subject to the PSP.
- c) Additional evaluating supervisor(s) [as needed].
- d) A listing of activities/procedures to be initiated and utilized;
- e) A listing of resources to be allocated as necessary for the PSP implementation and completion including, but not limited to materials, staff development, implementation timelines and budgetary considerations;
- 3. A timeline indicating implementation dates, final review dates, and meeting dates to review progress of the PSP. Staff members subject to a PSP shall be afforded a minimum of fifteen (15) days to respond to any document that is being placed in their PSP file. Staff members will also be provided with copies of all documents related to the PSP.
- 4. Additional observations will be conducted by the supervisor and at least one other supervisor/administrator. The peer coach shall be permitted to sit in on these observations to facilitate constructive assistance to the staff member who is the subject of the PSP. The supervisor shall evaluate the performance of the staff member subject to the PSP, in writing, and shall share such evaluation with the staff member promptly thereafter. The evaluation shall be placed in the staff member's PSP file.
- B. After the ninety (90) work day Improvement Phase, the supervisor shall state if sufficient improvement has taken place to justify a 'proficient' or better rating.
 - 1. If sufficient improvement has been made, the concern shall be deemed resolved and the staff member is removed from the PSP.
 - 2. If improvement has been made, but the concern is not resolved, the Improvement Phase may be extended for up to another ninety (90) workdays.
 - 3. If sufficient improvement has not been achieved, the staff member will be recommended for dismissal.
- C. If dismissal is recommended by the supervisor, the staff member may appeal to the Director of Employee Services. The Director of Employee Services shall review all documentation in the staff member's PSP file and any documents which the staff member elects to share. The Director of Employee Services shall also provide the staff member with an opportunity to be heard. The staff member may elect to be represented in making the presentation to the Director of Employee Services. The Director of Employee Services shall make one of the following findings:
 - 1. The recommendation for dismissal is upheld and just cause has been met;
 - 2. The Improvement Phase should be extended for up to ninety (90) additional days;
 - 3. The staff member has adequately completed the Improvement Phase and the PSP is terminated.

1 D. Grievance arbitration access for employees recommended for dismissal under 28.03,
2 Subsection C above: Employees who have been dismissed under the provisions of section
3 28 may access grievance arbitration solely for the purpose of determining one or both of the
4 following:

- 5 1. Were the procedural steps of Section 28 adhered to by the District; and/or
- 6 2. Did the district's agents act in an arbitrary or capricious manner in the implementation of
7 the process set forth in Section 28.

8 If the grievance arbitrator finds that either of the two above conditions occurred, the grievance
9 arbitrator may reinstate the staff member and direct the District to adhere to the procedural
10 requirements of Section 28 or find that the procedural issues did not rise to the level to
11 rescind the District's dismissal.

12 28.04 DISCIPLINE AND DISCHARGE FOR SPECIFIC OFFENSES: Non-Probationary Employee:
13 Commencing with the ninety-first (91st) consecutive day of employment in the District, discipline
14 or discharge shall be based on just-cause and is deemed an arbitrable issue under the Grievance
15 Procedure of the Master Contract except as provided for below:

- 16 A. Employees who commit any of the following offenses may be disciplined or discharged for
17 just cause, however, the appeal of such cases shall be non-arbitrable [i.e. the process ends
18 at the Board step of the grievance procedure] except as provided for in section 28.04
19 Subsection B below:
 - 20 1. Conviction of a felony or violent misdemeanor where the circumstances of the offense
21 substantially relates to the circumstances of the employee's job;
 - 22 2. Violating the District's Acceptable Use policy by deliberately accessing, downloading or
23 transmitting obscene or pornographic material or possessing and displaying obscene or
24 pornographic material while on District property or while fulfilling the responsibilities of
25 his/her job (excluding performing work at home on non-district equipment and systems or
26 away from school premises without the involvement of students);
 - 27 3. Conviction of theft or fraud where the circumstances of the offense substantially relates to
28 the circumstances of the employee's job;
 - 29 4. Possession of weapons while on District property or while fulfilling the responsibilities of
30 his/her job (excluding performing work at home or away from school premises without
31 involvement of students) in violation of as defined in the District's Administrative Policy
32 Nos. 443.5/832.
 - 33 5. Being under the influence while on District property or fulfilling the responsibilities of
34 his/her job (excluding performing work at home or away from school premises without
35 involvement of students) in violation of the District's Administrative Policy No. 522.1;
 - 36 6. Use, possession, distribution, sale, transfer, dispensing, manufacture of alcohol, other
37 controlled or illicit mood altering drugs while on District property or fulfilling the
38 responsibilities of his/her job (excluding performing work at home or away from school
39 premises without involvement of students); and
 - 40 7. Engaging in romantic or sexual relationships with any child under the age of eighteen
41 (18) or with any current District students, eighteen (18) years of age or older.

1 B. Grievance arbitration access for employees recommended for dismissal by the Board under
2 28.04 Subsection A: An employee who has been recommended by the District for discharge
3 under the provisions of section 28.04 Subsection A may only access grievance arbitration for
4 the following purpose:

- 5
6 1. The Employee/MESA may challenge the District's factual allegations to determine
7 whether the alleged facts constitute a proper charge under the offenses listed above.
8 Such challenge(s) shall be made by the Employee/MESA through the grievance
9 procedure within ten (10) working days of the written recommendation of discharge (copy
10 provided to the Employee and MESA) by submission of the issue of arbitrability to a
11 mutually selected arbitrator using the process set forth in the Grievance Procedure.
12
13 2. If the Arbitrator determines that the facts upon which the proposed discipline is based
14 falls within the ambit of the following specific charges, if proven, the merits of the matter
15 shall be deemed non-arbitrable and may proceed to final processing through the
16 grievance procedure as provided with regard to such charges herein [i.e. the process
17 ends with the Board as the final arbiter.] If the Arbitrator finds that the appropriate
18 charges do not fall within the scope of the previous specific charges, the matter shall be
19 submitted to Arbitration for final resolution on the merits subject to the just cause
20 standard.
21

22 **29.00 LAYOFF**

- 23 A. Decision to Layoff or Reduce Hours in a Position: The District reserves the right to determine
24 the reduction of employed positions or reduction in the number of hours in any position
25 (partial layoff). The layoff shall be made only for the reasons or reason asserted by the
26 Board.
27
28 B. Implementation of Layoff Decision: In the event the District determines a reduction in the
29 work force is necessary, the District will identify the position(s) to be eliminated. Where
30 practicable whole positions will be eliminated recognizing partial layoffs may be necessary to
31 provide essential services.
32
33 C. Bumping and Seniority: An employee to be laid off will within ten (10) calendar days have the
34 opportunity to bump into a position for which the employee is qualified that is held by an
35 employee of less seniority. Any positions selected for bumping must be of substantially equal
36 hours to the original position of the employee. Qualifications shall be determined by
37 Administration. Seniority shall be computed as the total number of hours worked in the
38 bargaining unit and shall be cumulative on a District-wide basis.
39
40 D. Voluntary Layoff: An employee selected for layoff shall have the option, in lieu of bumping,
41 to take a voluntary layoff with full rights and privileges under this article.
42
43 E. Written Notice of Layoff: The District shall give written notice, which will be either hand
44 delivered with receipt or sent by certified mail, to the employees that they have been selected
45 for layoff twenty (20) calendar days prior to the implementation of the layoff. The District shall
46 provide MESA with copies of layoff notices which it sends to employees pursuant to this
47 section.
48
49 F. Recall Period: For the purposes of this section, the employee's recall rights is one (1) school
50 year following the employee's most recent layoff.
51
52 G. Recall Procedure: If the District has a vacant position or a portion of a position available for
53 which the laid off employee is qualified as determined by Administration, the employee shall
54 be notified in writing of such position and offered employment in that position, commencing
55 as of the date specified in such notice. The Board shall simultaneously provide the MESA
56 President with copies of any recall notices which are sent to employees on layoff status
57 pursuant to this section. Employees on layoff will be contacted and recalled for a position in

1 reverse order of their layoff. In the event two (2) or more employees who are so qualified are
2 laid off on the same date, the Board shall select the employee who has the longest service in
3 the district. NOTE: Reassignments and transfers will be made before laid off employees are
4 recalled.
5

- 6 H. Notice and Acceptance of Recall: Within ten (10) calendar days after an employee receives
7 a notice pursuant to this section, she or he must advise the District in writing that she or he
8 accepts the position offered by such notice and will be able to commence employment on the
9 date specified therein. It shall be the responsibility of each employee on layoff to keep the
10 District advised of his or her current mailing address.
11
12 I. Failure to Accept Recall: Except as provided in the following Section J., all recall rights
13 granted to an employee on layoff pursuant to this section shall terminate on the employee's
14 failure to accept, within ten (10) calendar days, an offer of recall as provided in this section to
15 a position substantially equal (see Section M of this Article for the definition of "substantially
16 equal") in hours and compensation to that from which the employee was laid off, or in the
17 event such employee's period of recall expires.
18
19 J. Right to Refuse Recall: An employee on layoff status may refuse recall offers of non-equivalent
20 employment without loss of rights to the next available equivalent position for which the
21 employee is qualified. A laid off employee has the right to refuse recall to a position that is
22 not substantially equal in hours and compensation to the one from which the employee was
23 laid off without forfeiting the right to recall. If the employee chooses to accept a position that
24 is not substantially equal in hours and compensation to the one from which the employee was
25 laid off, the employee maintains the right to a subsequent recall to a position that is
26 substantially equal in hours and compensation. NOTE: Once the District has initially recalled
27 the employee, it becomes the employee's responsibility to monitor postings and notify the
28 District if an appropriate job is available.
29
30 K. Right to Group Insurance: Employees who are laid off shall remain eligible for inclusion in all
31 of the District's group insurance programs under the provisions of Consolidated Omnibus
32 Budget Reconciliation Act (COBRA).
33
34 L. Accrual of Seniority and Reimbursable Leave: Employees on full layoff shall retain the same
35 amount of seniority based on length of service in the District and the same amount of sick
36 leave as she or he had accrued as of the date he or she was laid off. If a laid off employee is
37 recalled such employee shall again begin to accrue full seniority and sick leave.
38
39 M. Definition of Substantially Equal in Hours and Compensation: For a job to be substantially
40 equal in hours and compensation, eligibility for benefits must be maintained. Any job of six
41 (6) or more hours per day will be considered substantially equal to any other job of six (6) or
42 more hours per day. Any job of zero to three and three quarters (0 – 3 - 3/4) hours per day
43 will be considered substantially equal to any other job of zero to three and three quarters
44 hours per day. For jobs between four (4) and six (6) hours per day, a variance of up to one
45 (1) hour per day will be considered substantially equal in hours and compensation.
46

47 **30.00 PROBATION**

- 48 A. A new employee shall serve a probationary period of ninety (90) paid days of work. If the
49 employee is still employed on this first day of the pay period following the end of his/her
50 probation, the employee shall be considered to be a permanent employee. During the
51 probationary period, the employee shall receive guidance from his or her immediate
52 supervisor (the building principal or other administrator) concerning his or her progress.
53 The District shall have the right to terminate an employee any time during his or her
54 probationary period and such termination shall not be subject to the grievance procedure.
55 There shall be no job transfers during the probationary period or while an employee is on a
56 plan of assistance, except by mutual agreement.
57

1 B. After an employee has completed the ninety (90) day probationary period, he or she may
2 not be discharged, suspended without pay or receive a written reprimand without just
3 cause.
4

5 **31.00 JOB DESCRIPTION**

6 Every position will be covered by a job description. Employees may submit information to the
7 employer concerning their job descriptions. Job descriptions will be provided to the employee
8 at the time of hire and upon request thereafter.
9

10 **32.00 PERSONNEL FILES**

11 A. A Para-Educator shall have the right, upon request to the Superintendent or designee, and
12 on appointment basis, to review the contents of his/her personnel file originated within the
13 District and to receive copies at the Para-Educator's personal expense of any documents
14 contained therein. The Para-Educator shall have the right to attach a rebuttal statement to
15 said documents or other District accumulated materials located in his/her file. All personnel
16 file materials examined by the Para-Educator shall be signed by the Para-Educator.
17

18 B. The District shall provide the Para-Educator a copy of any new letter of complaint,
19 reprimand, commendation, or evaluations or any other materials relating to the employee's
20 contractual performance which are to be placed in his or her personnel file. Such
21 notification shall not indicate the employee's approval or disapproval of such materials.
22

23 C. Personnel files shall be confidential to the extent provided by law.
24

25 **33.00 SAVINGS CLAUSE**

26 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of
27 competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by
28 any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon the request
29 of either the Board or MESA, the parties shall enter into negotiations for the purpose of attempting to
30 arrive at a mutually satisfactory replacement for such provision.
31

32 **34.00 MENTORING**

33 Employees may volunteer to mentor a new employee at each building. Employees pre-approved
34 by their supervisor to mentor a new employee will be paid an additional two (2) hours per new
35 employee on a one-time basis.
36

37 **35.00 ORIENTATION AND PROFESSIONAL DEVELOPMENT**

38 A. Orientation: The District will provide one (1) day of paid work prior to the beginning of a new
39 school year in orientation to the building and staff where a new or reassigned employee is
40 assigned. This day of orientation may include such activities as, but not limited to, touring the
41 building, reviewing District policies and procedures, reviewing paperwork usually required by
42 the District, reviewing disciplinary procedures, reviewing the employee handbook, explaining
43 the chain of command in the new building, attending general meetings for staff, meeting their
44 mentor (for new employees), and meeting administrators and other staff members.
45

46 B. Inservice Education Scheduling: All Para-Educators shall attend at least two (2) regularly
47 scheduled half-day sessions per year of inservice education or staff development provided for
48 staff members by the District as deemed necessary by the District.
49

50 C. Up to twenty-four (24) hours of reimbursement will be paid per year for pre-approved
51 inservice or staff development attendance, participation in supervised staff meetings, pre-
52 instructional year work, post-instructional year work, and other school meetings as authorized
53 by the administration.
54

55 D. Professional Development: The District will provide one (1) day of paid work at or near the
56 beginning of the school year to include activities such as, but not limited to, a review of blood
57 borne pathogens, DPI licensure, ESEA requirements, a review of legal issues (e.g.,

1 confidentiality, corporal punishment, rights of students, types of disabilities and appropriate
2 procedures for those disabilities, student diversity, proper lifting procedures, and coping
3 skills).

4
5 **36.00 NO STRIKE CLAUSE**

6 The Union agrees to comply with state statutes with regard to any strike, slowdown, walkout, or
7 withhold in part any services normally performed by bargaining unit members during the term of
8 this Agreement.

9
10 The Union shall not question the right of the District to discipline or discharge employees for
11 violating state statutes except that any issue of fact as to participation shall be subject to the
12 grievance procedure.

13
14 **37.00 TERMS OF AGREEMENT -- DURATION**

15 A. Effective date of this Agreement shall be July 1, 2011 through June 30, 2013.

16
17 B. This Agreement represents the full and complete Agreement between the parties involved
18 and supersedes any previous Agreements between the parties.

19
20 C. Disclaimer: The District and Association have reached the following disclaimer regarding
21 the interaction of this Agreement and the budget repair bill/2011 Wisconsin Act 10.

22
23 1. Disclaimer Provision Due to 2011 Wisconsin Act 10: The Board and the Association
24 understand and hereby agree that due to the uncertainty regarding the effective date of
25 2011 Wisconsin Act 10 as of the date of the execution of this Agreement that the
26 following shall occur if it is determined by a court of competent jurisdiction that 2011
27 Wisconsin Act 10 was in effect as of the date of the publication by the Legislative
28 Reference Bureau, i.e. March 25, 2011:

29
30 a) The Board and Association agree that the terms and conditions of the master
31 contract between the Board and Association [except total base wages] will be at the
32 District's discretion and may be implemented on or after June 30, 2011.

33
34 b) The Board and Association agree that Association will not challenge the District's
35 unilateral changes to the existing 2009-2011 collective bargaining agreement
36 [excluding increases to total base wages] in any other forum, whether a court,
37 administrative agency, or other tribunal of competent jurisdiction. The Association
38 further pledges that it will not fund, sponsor, or represent any employee in any other
39 forum in any matter inconsistent with this stipulation.

40
41 2. The Board and Association reach the above disclaimer agreement since the Legislative
42 Reference Bureau has published 2011 Wisconsin Act 10 as of March 25, 2011, but legal
43 questions remain as to the effective date of the Act due to the Dane County Circuit Court
44 decision to enjoin the publication and implementation of 2011 Wisconsin Act 10 as of
45 May 17, 2011. The Board and Association further agree that the above disclaimer is
46 entered into voluntarily by the parties since the terms a successor collective bargaining
47 agreement [excluding increases to total base wages] are potentially prohibited subjects of
48 bargaining under 2011 Wisconsin Act 10 for agreements reached on or after March 25,
49 2011.

50
51 3. The Board and Association further agree that this agreement shall not be deemed to be a
52 modification or renewal of the 2009-2011 existing collective bargaining agreement as
53 such terms are defined by 2011 Wisconsin Act 10, but rather as a successor agreement
54 to the 2009-2011 collective bargaining agreement on the terms set forth above.

1
2
3
4
5
6
7
8
9
10
11
12
13
14

Signed on behalf of the Board of Education.

Date _____

Signed on behalf of the Middleton Education Staff Association.

Date _____

1 **APPENDIX A**

2
3 **COMPENSATION, SALARY SCHEDULE FOR 2011-2012**

4
5

	<u>STEP</u>	<u>July 1, 2011</u> <u>RATE</u>
6	1	\$13.04
7	2	\$13.37
8	3	\$13.77
9	4	\$14.11
10	5	\$14.50
11	6	\$15.38
12	7	\$15.84
13	10	\$16.46
14	13	\$16.92
15	16+	\$17.23

16
17

18 For the term of this contract, the Board of Education retains the unilateral right to increase the
19 rates or modify the formats and process for movement on the salary schedule at any time. There
20 shall be no guarantee of step movements, salary schedule adjustments or any other types of
21 salary increases unless approved and offered by the Board of Education.

22
23 Special Education Para-Educators will have the fee for their license paid by the District.

24
25 **LONGEVITY PROVISION**

26
27 After an employee reaches the sixth (6th) step of the salary schedule, the employee will
28 receive longevity pay starting with the next contract year in the following manner:

29

<u>Years of Service</u>	<u>Percent of Step Six</u>
30 07 - 09	3%
31 10 - 12	7%
32 13 - 15	10%
33 16+	12%

34
35
36