

# **AGREEMENT**

*between the*

**MILWAUKEE AREA  
DISTRICT BOARD OF  
VOCATIONAL, TECHNICAL,  
AND ADULT EDUCATION**

and

**AMERICAN FEDERATION  
OF TEACHERS  
LOCAL 212, WFT, AFL-CIO**

July 1, 2006 – June 30, 2011

AMERICAN FEDERATION OF TEACHERS,  
LOCAL 212 – MATC

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1 **AGREEMENT FOR THE PERIOD**  
2 **July 1, 2006 – June 30, 2009**

3  
4 **PREAMBLE**

5 Our mutual intent is to work together to achieve our com-  
6 mon aims of educational excellence. To this end this Agreement  
7 is made and entered into by and between the Milwaukee Area  
8 District Board of Vocational, Technical, and Adult Education  
9 (hereinafter referred to as the “Board”) and the American Feder-  
10 ation of Teachers, Local 212, WFT, AFL-CIO (hereinafter referred  
11 to as the “Union”).

12  
13 **MISSION**

14 Milwaukee Area Technical College (MATC) is a publicly sup-  
15 ported comprehensive higher education institution committed to  
16 increasing the potential and productivity of the people in its dis-  
17 trict through the delivery of high-quality instruction and programs  
18 which are consistent with current and emerging educational and  
19 labor market needs. General Education is an integral part of  
20 MATC programs which provides the knowledge and conceptual  
21 abilities that college-educated adults must have to achieve in  
22 occupational skills training and to perform more effectively in the  
23 demanding, complex world in which they live.

24  
25 **VISION**

26 Milwaukee Area Technical College is committed to being a  
27 world-class educational institution that empowers students, facul-  
28 ty, and staff to realize their potential.

29  
30 **ARTICLE I — Recognition**

31 **Section 1 — Inclusions and Exclusions**

32 **A.** The Board recognizes the Union as the exclusive bargain-  
33 ing representative of:

- 34 1. all regular teaching personnel teaching at least fifty  
35 percent (50%) of a full teaching schedule; excluding teach-  
36 ing personnel teaching less than fifty percent (50%) of a full  
37 teaching schedule, supervisory personnel such as Assistant  
38 Deans, Associate Deans, Deans, Directors, and all other  
39 executive or administrative personnel (Reference: Certifica-  
40 tion by the Wisconsin Employment Relations Board Case I  
41 No. 8584 ME-58 Decision No. 6343, and as hereafter this  
42 may be amended), and

1           2. certain nonteaching professionals, outreach special-  
2           ists, school nurses and counselors, who are employed 50%  
3           or more; excluding such employees who work less than  
4           50%, supervisory personnel such as Assistant Deans,  
5           Deans, Associate Deans, Directors, and all other executive  
6           or administrative personnel. (Reference: Certification by the  
7           Wisconsin Employment Relations Board Case 67, Number  
8           23878, ME-1535, Decision No. 16507-C; and Case I, Num-  
9           ber 8584, ME-58, Decision No. 6343-C; and Case I, Num-  
10          ber 41163, ME-288, Decision No. 6343-D; and Case I,  
11          Number 43566, ME-395, Decision No. 6343-E; and as here-  
12          after these may be amended.)

13          3. certain nonteaching professionals, senior specialists,  
14          accounting and coordinator of cash management, who are  
15          employed 50% or more; excluding such employees who  
16          work less than 50%, supervisory personnel such as Assis-  
17          tant Deans, Deans, Assistant Directors, and all other  
18          executive or administrative personnel. (Reference: Memo-  
19          randum of Agreement — Accretion, dated: Septmeber 29,  
20          1998.)

21          **B.** The following Limited Term Employees (LTE's) meet the  
22          above recognition standard for inclusion in the bargaining unit:

23                1. Those employees who are hired to work within the first  
24                five student contact days within a semester and are expect-  
25                ed to work the remaining part of the semester or more.

26                2. Those employees who work or are expected to work  
27                for one-hundred and twenty (120) student contact days or  
28                more in a school year.

29                3. Employees who are originally hired to work a period  
30                less than what is specified in one or two above but at a later  
31                date their period is extended to exceed the period in one or  
32                two above. Applicable benefits will become effective upon  
33                the date administrative action extends the employment  
34                period.

35          **C.** LTE's who do not qualify under [B.-1.,2.,3.] but who work or  
36          are expected to work more than 20 consecutive days, shall meet  
37          the standards for inclusion in the bargaining unit and shall be paid  
38          at class and step. Such employees shall only be eligible for the  
39          contractual application of the Fair Share Agreement (Article XVII),  
40          Salary Schedules and Salary Class (Appendices B, and C), and  
41          the Grievance Procedure (Article V).

1 Paragraph C does not apply under the following circum-  
2 stances:

3 1. Faculty who begin a substitute assignment after the  
4 first five student contact days in a semester and whose sub-  
5 stitute teaching load is under 50%.

6 2. Faculty who teach entire sections (classes) which are  
7 completed in less than a semester, whose load is 50% or  
8 more during that period, but whose average load over the  
9 semester would be less than 50%.

10 **D.** The following Outreach Instructors meet the above recogni-  
11 tion standard for inclusion in the bargaining unit:

12 1. Those Outreach Instructors who work or are expected  
13 to work for one-hundred twenty days or more in a con-  
14 tract/fiscal year.

15 2. Outreach Instructors who do not qualify under 1, but  
16 who work at least 20 consecutive days within a contract  
17 assignment, shall meet the standards for inclusion in the  
18 bargaining unit and shall be paid at class and step. Such  
19 employees shall only be eligible for the contractual applica-  
20 tion of the Fair Share Agreement (Article XVII), Salary  
21 Schedules and Class (Appendices B, and C) and the Griev-  
22 ance Procedure (Article V).

23 3. If an employee who is not a bargaining unit member,  
24 has an instructional assignment with less than a 50% load  
25 and also an Outreach assignment with a load that would  
26 cause a combined load of 50% or greater, the Outreach  
27 days standards for bargaining unit inclusion and/or full ben-  
28 efit application will apply.

29 **E.** Modifications to specific provisions of this Agreement are  
30 footnoted and referred to in the appendices where applicable.

31 **Section 2 — Prepared Documents**

32 The Board shall make available to the Union upon its writ-  
33 ten request any prepared documents, reports, statistics, records,  
34 or other such information as required by statute concerning the  
35 school and its activities which the Union may deem to be relevant  
36 to negotiations, or necessary for the proper enforcement of the  
37 terms of this Agreement.

38 **Section 3 — District Meetings**

39 The District President and not more than two (2) additional  
40 administrative representatives shall meet regularly with the pres-  
41 ident of the Union and not more than two (2) additional Union rep-  
42 resentatives, by mutual agreement as to time and place, to

1 discuss matters of educational policy and development but not to  
2 discuss grievances or to negotiate proposed changes in this  
3 Agreement.

#### 4 **Section 4 — Faculty Committees**

5 It is agreed that on any committee of the faculty, existing or  
6 newly created, the District President and the Union shall each  
7 appoint one-half (1/2) of the members. In the case of existing  
8 committees, new appointments shall be made as vacancies  
9 occur. A Labor Co-Chair shall be a union member selected by the  
10 Local 212 Executive Board.

#### 11 **Section 5 — Divisional Meetings**

12 Each Dean (at the Milwaukee Campus) or Regional Admin-  
13 istrator (at other Campus Centers), and not more than two (2)  
14 additional representatives shall meet once each month, or other-  
15 wise as mutually agreed upon, with not more than three (3) Union  
16 representatives of the division designated by the president of the  
17 Union to discuss divisional policy and operations and other mat-  
18 ters of mutual concern but not to discuss grievances or negotiate  
19 proposed changes in this Agreement.

#### 20 **Section 6 — Board Meetings**

21 There shall be distributed to the Union three (3) copies of  
22 the Board agenda prior to each meeting of the Board and three  
23 (3) copies of the printed minutes of each meeting of the Board,  
24 the latter to be distributed when received from the printer. The  
25 Union president, or his/her designated alternate, shall be permit-  
26 ted to attend meetings of the MATC Board on working time pro-  
27 vided it does not interfere with teaching time or other required  
28 responsibilities.

#### 29 **Section 7 — Copies of Agreement**

30 Within ten (10) days of ratification the parties shall meet for  
31 the purpose of reviewing the contract and making the necessary  
32 arrangements to effectuate the printing of the contract. The print-  
33 ing and distribution of the contract shall be completed no later  
34 than ninety (90) days after the above noted meeting. One thou-  
35 sand (1,000) copies of this Agreement and supplements thereto  
36 shall be printed in booklet form with Union label at Board  
37 Expense and turned over to the Union for distribution to each  
38 employee represented by the Union.

#### 39 **Section 8 — Subcontracting**

40 The District shall not subcontract bargaining unit work.  
41 Should the District believe there are extenuating circumstances  
42 for which subcontracting of some work is needed, District repre-

1 representatives shall contact the Union. Upon agreement with Local  
2 212, the prohibition on subcontracting may be waived.

3  
4 **ARTICLE II — Board Responsibility**

5 The Union recognizes the responsibility of the Board to  
6 administer the school so as to promote effective and efficient edu-  
7 cation in accordance with the laws and Constitution of the United  
8 States and the State of Wisconsin.

9  
10 **ARTICLE III — Working Relations**

11 **Section 1 — Decision Making**

12 **A.** Purpose: A higher quality decision is more apt to be  
13 achieved when those parties affected by the decision participate  
14 in its development.

15 **B.** Definition: Shared Decision Making Committees shall be  
16 formed to develop District policy on mutually agreed upon issues  
17 that have Institutional impact and are not covered by the  
18 Labor/Management Agreement.

19 **C.** Committee Structure: Unless otherwise agreed to by both  
20 parties, Committees shall be equally comprised of no fewer than  
21 three (3) nor more than five (5) members each, representing  
22 Labor and Management.

23 1. Each Committee shall be Co-Chaired by representa-  
24 tives from Labor and Management. The Labor Co-Chair  
25 shall be a Union Member.

26 2. The Members, including Co-Chair, from Local 212,  
27 shall be appointed by the President of Local 212 and the  
28 Co-Chair from MATC shall be appointed by the President of  
29 MATC for a minimum of two (2) years. Members may be re-  
30 appointed. Initial Committee appointments shall be for over-  
31 lapping terms of two (2) or three (3) years.

32 3. All Committees shall be responsible for recording and  
33 distributing meeting minutes to Local 212 President, MATC  
34 President, and other appropriate persons.

35 **D.** Decision Process: Decisions made by these Committees  
36 shall be by a consensus of 2/3 all members. They shall be for-  
37 forwarded directly to the Local 212 President and MATC President  
38 for approval or disapproval. Either President has veto authority.

39 1. The reasons for disapproval by either the MATC Pres-  
40 ident or the Local 212 President must be given in writing by  
41 that individual to the Committee making the recommenda-  
42 tion. The Committee will then have the opportunity to

1 answer the disapproval in writing point by point and have  
2 the disapproval reconsidered based upon the Committee  
3 response. The person considering this response will provide  
4 a final answer in writing.

5 2. Further more, if either individual disapproves a recom-  
6 mendation, the two Presidents shall meet and confer concern-  
7 ing the recommendation(s). Their subsequent decision is final.

8 3. Any Sub-Committees which may be formed can only  
9 make recommendations to the full committee.

10 E. Committee Workload/Special Assignment: At the formation  
11 of each new Committee, Labor and Management shall determine  
12 the Workload Assignment for Faculty co-chairs. Depending on  
13 the time requirements of the Committee, the workload for faculty  
14 co-chairs will be 10-15% release time per semester. Faculty on  
15 core committees will be provided teaching schedules that do not  
16 conflict with their participation.

17 F. Standing Committees: Committees to be included in this  
18 process must be agreed upon by Local 212 and MATC and added  
19 to or removed from the Agreement by joint recommendation  
20 between Union and MATC Associate Vice President of Human  
21 Resources to MATC President for approval. Committees to be  
22 included in this Agreement are:

- 23 1. Curriculum, Learning, and Assessment
- 24 2. Strategic Enrollment Management
- 25 3. Partnerships and Collaborations
- 26 4. Human Resources
- 27 5. Sustainability
- 28 6. Forward Technology
- 29 7. Student Success

### 30 **Section 2 — Coaching System Committee**

31 A. Using a process of joint decision making, the standing  
32 coaching committee will develop a variety of student feedback  
33 formats for recommended use in all MATC classes.

34 B. The student feedback is intended to promote reflection and  
35 growth by the individual teacher.

36 C. The administration is not a part of this process except for  
37 their participation on the coaching committee.

### 38 **Section 3 — Faculty/Staff Policy-making**

39 A. The faculty shall have the opportunity to participate in the  
40 formulation of policy in relation to academic affairs through com-  
41 mittees as established and created by this agreement. These  
42 committees may deal with such areas as appointment, schedul-

1 ing and class assignments, leaves, and curriculum. Although the  
2 functions of such committees are advisory in nature, the parties  
3 mutually recognize their importance. Participation by assigned,  
4 appointed, or elected faculty is voluntary.

5 **B.** A limited number of committees will be established with the  
6 ratification of this agreement. Others may be added by joint  
7 agreement during the term of this agreement or by successor  
8 agreements.

9 **C.** Unless otherwise stated, the recommendations of the com-  
10 mittees shall be presented to the Division Dean, who will review  
11 and comment upon the recommendations prior to forwarding  
12 them to the Provost.

13 The Provost will review and comment upon the recommen-  
14 dations prior to forwarding them to the President.

15 **1. Administrative Search Committee**

16 **a.** When academic and student service administra-  
17 tive vacancies occur in grades twelve and above, the  
18 President of the College will notify the President of the  
19 Union and request that the Associate Vice President of  
20 Human Resources form a Search Committee to assist  
21 in the screening process.

22 **b.** If the union agrees to participate, the Search  
23 Committee shall include faculty members selected by  
24 the Union in equal numbers with those members  
25 selected by the Associate Vice President of Human  
26 Resources. The committee shall recommend three  
27 candidates, with no ranking, to be interviewed by the  
28 supervisor of the position to be filled. The committee  
29 may recommend less than three (3) candidates if a  
30 majority of 2/3 of the committee are in agreement on  
31 that decision. Each finalist must receive a majority of  
32 2/3 of the votes of the committee.

33 **c.** The committee shall begin its participation in the  
34 selection process after the Human Resources Division  
35 has created the pool of applications of all eligible and  
36 qualified persons.

37 **d.** If none of the recommended candidates are cho-  
38 sen, the appointing authority shall provide written jus-  
39 tification to the committee.

40 **e.** A faculty/staff co-chair appointed by the Local  
41 212 First Vice-President and an administrative co-

1 chair shall be selected to lead the Administrative  
2 Search committee.

3 **2. Academic Appointments Committee**

4 **a.** The constituency of each Academic Appoint-  
5 ments Committee shall be determined by Local 212  
6 and by the department where the vacancy occurs. The  
7 committee shall consist of three full-time faculty mem-  
8 bers/counselors. Three faculty/counselors shall be  
9 appointed by the First Vice-President of Local 212  
10 from the department where the vacancy occurs to par-  
11 ticipate in the interview of prospective teachers/coun-  
12 selors. Elections/ appointments are for a one year term  
13 and shall take place by March 15th of each year. Ind-  
14 ividuals may be re-elected/re-appointed. A listing of  
15 committee members shall be delivered in writing to the  
16 appropriate Division Dean by March 30th of each year.  
17 Interviews shall be conducted at mutually convenient  
18 times with two weeks notice being given to all commit-  
19 tee members prior to interviews. In the event that the  
20 department does not have 3 members willing to serve,  
21 the 1st Vice-President shall appoint the remaining  
22 members from the division in which the vacancy  
23 occurs.

24 **b.** The President of the College or his/her designee  
25 shall give notice to the President of the Union of any  
26 vacancy in the bargaining unit within five working days  
27 of the decision to fill such position.

28 **c. General Considerations:**

29 **(1)** The appointments procedure as established  
30 by the Human Resources Division will be fol-  
31 lowed, to include considerations of qualifications  
32 and the importance of establishing and maintain-  
33 ing a diverse group of employees.

34 **(2)** The full-time faculty shall have the opportu-  
35 nity to make recommendations for appointments  
36 to all vacant positions within an academic unit. In  
37 terms of the appointment of new part-time  
38 instructors, since 60% of full-time vacancies are  
39 filled by part-time instructors, the Academic  
40 Appointments Committee shall be convened  
41 once per year to hire a pool of part-time instruc-  
42 tors who will be assigned by the Divisions during

1 the school year when new part-time instructors/  
2 substitutes are needed.

3 **(3)** Faculty members shall be considered to  
4 have division appointments.

5 **(4)** The selection process covered in the agree-  
6 ment for part-time teachers covering non-exempt  
7 positions will be followed.

8 **(5)** There shall be representatives from admin-  
9 istration on these committees.

10 **(6)** Candidate selection proceeds as follows:

11 **(a)** The Appointments Committee shall  
12 recommend three candidates, with no rank-  
13 ing, to be interviewed by the supervisor of  
14 the position to be filled. The committee may  
15 recommend less than three (3) candidates if  
16 a majority of 2/3 of the committee are in  
17 agreement on that decision. Each finalist  
18 must receive a majority of 2/3 of the votes of  
19 the committee.

20 **(b)** The committee shall begin its partici-  
21 pation in the selection process after the  
22 Human Resources Division has created the  
23 pool of applications of all eligible and quali-  
24 fied persons.

25 **(c)** If none of the recommended candi-  
26 dates are chosen, the appointing authority  
27 shall provide written justification to the  
28 committee.

29 **3.** Curriculum Development Committee: A Curriculum  
30 Development Committee shall be established for each aca-  
31 demic division and or department. The purpose, service,  
32 objective, and responsibilities of its members and the com-  
33 mittee's procedures and timetables shall be established by  
34 a joint understanding between the College and the Union.

#### 35 **Section 4 — Professional Assignments**

36 **A.** A standing committee to review all professional non-teach-  
37 ing assignments shall be formed. The Professional Assignment  
38 Committee shall be made up of an equal number of District and  
39 Union appointed members. The committee will look at profes-  
40 sional non-teaching assignments for consistency and equity in  
41 terms of job descriptions and load calculations for professional  
42 assignments, and make necessary recommendations to Division

1 Deans to correct any inconsistencies or inequities discovered.  
2 The committee shall also review whether the positions should be  
3 elected or appointed. (See additional references in Article IV,  
4 Section 9, Paragraph C).

5 **B. Selection**

6 **1. Posting**

7 **a.** All professional assignments which are not Dis-  
8 trict-wide in nature, which are 20% or greater, and  
9 which are a year or longer in duration, shall be posted  
10 on an internal basis, (division, department, etc.) for all  
11 full-time employees. The assignment shall be filled by  
12 an election of qualified applicants.

13 **b.** Positions which are District-wide in nature, which  
14 are 20% or greater, and a year or longer in duration,  
15 shall be posted to all full-time employees. Qualified  
16 applicants shall be interviewed by the Professional  
17 Assignment Committee which will then make a recom-  
18 mendation of the top three candidates for appoint-  
19 ments to the Provost.

20 **2. Length of Assignments**

21 **a.** All professional non-teaching assignments shall  
22 be subject to election or appointment after two (2)  
23 years.

24 **b.** Professional assignments may include Campus  
25 Chairs, Department Chairs, Divisional Chairs, Pro-  
26 gram Coordinators, etc. Special Assignments are  
27 those used to fill out a teacher's full-time load, and are  
28 not considered professional assignments in terms of  
29 job descriptions, load calculations, and selection.

30 **C. Job Description:** All divisions, in conjunction with the incum-  
31 bents in the positions and with approval by Local 212 and the  
32 Provost, shall adopt written job descriptions for all professional  
33 assignments in the division within six months of the ratification of  
34 this agreement. The job descriptions may differ from division to  
35 division, but will be standardized within the division for similar  
36 assignments.

37 **D. Load Calculations:** All divisions, in conjunction with the  
38 incumbents in the positions and with approval by Local 212 and  
39 the Provost, shall adopt load calculations for all professional  
40 assignments in the division within six months of the ratification of  
41 this agreement. The minimum load shall be 20% and the maxi-  
42 mum load shall be 40%, with the exception of instructional chair

1 positions, which may be up to 49%, and specific exceptions  
2 agreed to by the Union and the Provost. The load calculations  
3 may differ from division to division, but will be standardized with-  
4 in the division for similar assignments.<sup>(1)</sup>  
5

## 6 **ARTICLE IV — Hours and Working Conditions**

### 7 **Section 1 — Teaching Period**

8 The length of the teaching period shall be fifty-five (55) minutes  
9 plus five (5) minutes for passing between periods unless other-  
10 wise mutually agreed upon by the District and the Union.

### 11 **Section 2 — Work Day**

12 **A.** The span of the teacher's daily class assignment shall not  
13 exceed eight (8) hours unless the teacher agrees or chooses oth-  
14 erwise. A teacher shall not be scheduled for more than three (3)  
15 consecutive lecture course hours or four (4) consecutive lab,  
16 shop, or lecture combination hours unless the teacher agrees  
17 otherwise. Hours before and after a lunch break will not be con-  
18 sidered consecutive. This provision shall not apply to staff on full-  
19 time Special/Professional assignment or to instructors in special  
20 programs for which its application would be impractical. The Dis-  
21 trict and the Union mutually agree to expand the span of a daily  
22 class assignment.

23 **B.** The regular work day will end no later than 10:00 p.m.  
24 except in special programs for which its application would be  
25 impractical and the parties mutually agree to extend the time.

26 **C.** The spread between the end of the last assigned evening  
27 class period and the beginning of the following day's first class  
28 assignment will not be less than twelve (12) hours unless the  
29 teacher agrees otherwise.

30 **D.** Teachers shall be responsible for their on-campus assign-  
31 ments consisting of classroom/work assignments, office hours,  
32 committee work, and other activities. Teachers shall post the spe-  
33 cific on-campus hours and provide a copy to the Division Dean by  
34 the end of the first week of each semester.

35 **E.** When, for whatever reason, a teacher is required to be on  
36 campus in addition to their respective student contact day on-

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(1) All divisions will be provided with copies of the examples of professional assignment job descriptions and load calculations developed by the Business and Graphic Arts Division which were given to the union during bargaining.

campus hours, they shall be provided compensatory time off at any time which does not conflict with their classroom instruction schedule. The teacher shall be given ample notice, preferably 30 days, of a requirement to be on campus outside their on-campus schedule. The teacher shall notify their Supervisor in advance, one week if possible, of their intention to take compensatory time off.

F. The following class loads require the stated minimum division of on-campus hours:

<b>TEACHING LOAD</b>	<b>15-18</b>	<b>19-22</b>	<b>23-24</b>	<b>32</b>
<b>Office Hours*</b>	5	4	3	
Other activities such as:				
Class Preparation				
Committee Meetings				
Department Meetings	12-9	9-6	6-5	
Program Development <sup>(2)</sup>				
Recruitment				
Student Advising				
Student Appointments				
<b>TOTAL</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>

G. Teachers can be permitted off-campus preparation time with the prior approval of the appropriate supervisor. Approval will normally be given for educational activities at affiliated agencies; educational research at a library, school, business, or industry; recruitment of students; or preparation time at campuses or agencies where teachers are required to be for part of the school day. The foregoing enumeration shall not be considered to be all-inclusive and shall not be deemed to limit the discretion of the supervisor to approve other activities.

H. The regular "on campus" work day of counselors hired as counselors prior to October 1st, 1986, shall not span more than eight (8) continuous hours, including a one (1) hour lunch period.

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\* No more than two (2) office hours may be scheduled on one day.

(2) Program development does not denote Course or Curriculum Development or Comprehensive Revision, but does mean that instructors will make ongoing efforts to update their course's relevance and currency.

1 Assigned work in excess of eight (8) continuous hours shall be  
2 treated as assigned overtime under Section 6.

3 I. The regular "on campus" work day for School Nurses, Out-  
4 reach Specialists and Counselors hired or reclassified as coun-  
5 selors on or after October 1st, 1986, shall not span more than  
6 eight and one-half (8-1/2) continuous hours, including a one (1)  
7 hour lunch period. Assigned work in excess of eight and one-half  
8 (8-1/2) continuous hours shall be treated as assigned overtime  
9 under Section 6.

### 10 **Section 3 — Work Week**

11 A. The employee's regular work week shall be between Mon-  
12 day and Friday. Teachers may work Weekend College (5 p.m. Fri-  
13 day through Sunday) to fill out a workload pursuant to Article IV,  
14 Section 9, [B.-4.], and/or by mutual agreement.

15 B. Counselors hired prior to October 1, 1986, will have a 35  
16 hour work week. Counselors hired as counselors or reclassified  
17 as counselors on or after October 1, 1986, will have a 37-1/2 hour  
18 work week. Nurses and Outreach Specialists will have a 37-1/2  
19 hour work week.

### 20 **Section 4 — Summer School**

21 A. Teaching positions in the summer session (day and  
22 evening) shall be filled by teachers on the regularly employed  
23 staff of the preceding year, if such qualified teachers are available  
24 and consent. Otherwise, such positions shall be filled at the dis-  
25 cretion of the administration.

26 B. All Full-time equivalencies (FTE) of Full-time Teachers shall  
27 be paid at Class and Step. The salary will be based on the rate of  
28 85% of Class and Step for all classes taught.

29 C. In the selection of qualified teachers for summer school,  
30 teaching positions shall be offered first to qualified tenured teach-  
31 ers if they expect to be available for the full duration of the assign-  
32 ment (excluding attendance at the AFT National convention).  
33 They shall be selected using an equitable method of rotation as  
34 set by the division/department. Faculty who receive a non-rot-  
35 ational assignment during summer recess will be considered in a  
36 department/division summer instructional assignment rotation if  
37 the assignment was compensated at 90% or more of the average  
38 summer instructional compensation received by faculty fulfilling a  
39 class and step summer recess instructional assignment. Multiple  
40 summer assignments shall not exceed a full load as defined in  
41 Article IV, Sec. 9 [B.-1.]. This provision shall not create a limita-  
42 tion on Outreach assignments.

1 D. In scheduling summer sessions, every effort will be made to  
2 offer employment to as many teachers as possible consistent  
3 with good educational practice. This means that all qualified fac-  
4 ulty shall be offered one class assignment, no matter what the  
5 divisional affiliation is, before any faculty receive two class  
6 assignments. Workload shall be calculated, based upon a fifty-  
7 five (55) minute teaching period.

8 E. A teacher's daily reimbursement for a summer assignment  
9 shall be 1/175th of his/her class and step salary rate for the pre-  
10 ceeding semester and shall be prorated in case of an underload or  
11 overload.

#### 12 **Section 5 — Per Diem Compensation**

13 A. During the regular school year per diem pay will be deter-  
14 mined by dividing the teacher's contracted salary by 190 and mul-  
15 tiplying the result by a conversion factor of 1.0857.

16 B. The daily rate for non-instructional time outside the regular  
17 school year will be calculated at 1/190th of the teacher's current  
18 class and step salary.

19 C. The daily rate for instructional time outside the regular  
20 school year shall be 1/190th of the teacher's class and step rate  
21 for the preceding semester times the teachers workload. Work-  
22 load shall be calculated, based upon a fifty-five (55) minute  
23 teaching period. (Example: Fifteen (15) fifty-five (55) minute lec-  
24 ture periods in a week = 110% work load.)

#### 25 **Section 6 — Assigned Overtime**

26 A. Additional assigned work of a professional nature which  
27 occurs during recess periods or holidays shall be paid for on a  
28 straight time basis. Such assignments may include but are not  
29 limited to teaching, research, curriculum studies, and writing of  
30 new courses.\*

31 B. Additional assigned work of a professional nature above a  
32 full-time teaching load, which occurs beyond the regular work  
33 week, shall be paid for on a time-and-one-half basis. Such over-  
34 time pay will be authorized only when approved in writing by the  
35 Provost prior to the work assignment.\*\*

36 C. Overtime assignments shall be voluntary on the part of the  
37 teacher.\*\*

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\* Not applicable to Counselors/School Nurses/Specialists III's.

\*\* See Appendix G.

1 **D.** Teachers in the bargaining unit shall have preferential con-  
2 sideration in the above overtime assignments.\*\*\*

3 **E.** Exceptions to the time-and-one-half rate of payment shall  
4 be:\*\*\*

5 1. Appointments to summer school.

6 2. Substitution within the teacher's regular school day in  
7 the regular school year.

8 3. Special contracts for services outside the regular  
9 school year.

10 4. Driver Education.

11 **F.** Curriculum Projects — Procedures for application and  
12 assignment: As clarification to Article IV, Sec. 6 [A.], the following  
13 procedures and minimum schedule of payment at the fixed hourly  
14 rate established from Class 3 and Step 3 shall apply during  
15 recess periods or holidays for course curriculum development/  
16 special program projects, writing of new courses, and the com-  
17 prehensive revision of an existing course, hereinafter referred to  
18 as curriculum projects.

19 1. Each Division Dean shall be responsible for identifying  
20 curriculum projects at least eight weeks prior to a recess  
21 project's starting date. All full-time and part-time instruction-  
22 al staff and administrators are also encouraged to recom-  
23 mend curriculum projects to the Division Deans.

24 2. Proposed curriculum projects will be ranked in priority  
25 as determined by the Curriculum Development Committee  
26 of the division or department.

27 3. All curriculum projects will be submitted to the Provost  
28 who may establish a District-wide Curriculum Review  
29 Committee for review and approval prior to the Division  
30 Dean initiating assignment procedures.

31 4. All employees within the Department will be advised of  
32 approved project assignment offerings and will be request-  
33 ed to express their interest in filling the assignment by pre-  
34 senting a letter of interest to the appropriate Division Dean.  
35 Those employees, either full-time or part-time instructors,  
36 who propose and develop curriculum projects shall be pro-  
37 vided the first opportunity to fill the assignment. In instances  
38 where no employee has made such proposals, opportuni-  
39 ties to fill the assignment shall be made on an equitable

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\*\*\* Not applicable Counselors/School Nurses.

1 method of rotation among qualified full-time instructors who  
2 are interested in the assignment. If no full-time instructor  
3 expresses an interest in the assignment, it will then be  
4 offered to qualified part-time instructors.

5 **5.** A Project Assignment letter will be signed by the Divi-  
6 sion Dean and the employee. The letter will specify the pro-  
7 ject's objectives, time-lines in which the project must be  
8 completed, a designated payment schedule paralleling nec-  
9 essary completion stages of the project, and those individu-  
10 als who are assisting and/or supervising in the project  
11 completion.

12 **6.** The Union shall be informed of all such assignments  
13 including the number of credits/sessions and total student  
14 contact time per week of a course being developed or  
15 revised.

16 **7.** Payment for the above assignments shall be made  
17 upon the satisfactory completion of the assignment or in  
18 installments based upon satisfactorily completed segments  
19 of the assignment. Standards as to what will constitute  
20 satisfactory completion will be determined by the Division  
21 Dean and communicated in writing to the assigned employ-  
22 ee prior to the start of the project.

23 **8.** The following formula shall be used to calculate the  
24 hours to be paid at a fixed hourly rate of Step 3 Class 3 for  
25 all participants of curriculum projects:

26 **a.** Formula:  $RDT = 8 \times (C + L + R + S) \times K$

27 RDT = Revision-Development Time; hours

28 C = Credits

29 L = Lecture periods per week

30 R= Related periods per week

31 S = Shop/Lab periods per week

32 K = 1 for a new course or .75 for a course revision

33 L, R, and S are the weekly periods required for the  
34 course when the course is scheduled for a full semes-  
35 ter. (A 16 week semester is used as a basis for deriv-  
36 ing the constant value 8 in the RDT formula.) For  
37 example, if a 1 credit related course was scheduled to  
38 meet for 4 periods per week for 8 weeks then it would  
39 meet only 2 periods per week for 16 weeks.

40 **b.** The maximum RDT is 96 hours.

41 **c.** Compensation = RDT x (Step 3 Class 3 hourly  
42 rate)

1           **9.** Commercially available texts and manuals shall nor-  
2 normally be selected and used. The compensation formula pro-  
3 vides for the modifying of existing text/manuals but not the  
4 creation of original texts/manuals. The creation of a new text  
5 or manual shall be compensated at the maximum RDT of 96  
6 hours or a multiple thereof if mutually agreed to by the  
7 instructor and the Division Dean.

8           **10.** An employee who feels that the designated RDT of  
9 the recess project is not appropriately assigned, may re-  
10 quest of the Provost an adjustment of the recess project's  
11 RDT. The Provost's decision may be challenged through the  
12 grievance procedure.

13           **11.** Compensation which exceeds the above schedule  
14 may only be made based upon the mutual agreement  
15 between the District and Local 212 representatives.

16           **12.** In lieu of monetary compensation an employee may  
17 elect to receive in-service credit at the rate of 1/2 in-service  
18 credit for each course credit/session per week for the recess  
19 project up to a maximum of three credits for State Board  
20 certification of each classification.

21           **13.** The administration may offer curriculum development  
22 as part of load on a voluntary basis for the employee. The  
23 load can be determined by treating the RDT hours as 1/32  
24 load hours. The equivalent semester load would be deter-  
25 mined as follows:  $(1/32) \times (\text{RDT} / 16)$ .

#### 26 **Section 7 — Part-Time Teaching Appointments\*\***

27 **A.** The parties agree that the number and use of part-time (less  
28 than 50% load, i.e., call staff) teachers must be judiciously imple-  
29 mented to assure quality of education.

30 **B.** As a basis for determining full-time teaching faculty require-  
31 ments district-wide for regular approved aidable courses and pro-  
32 grams, the following guidelines shall be applied:

33           **1.** The number of full-time teaching positions shall be  
34 determined as defined by aidable full-time teaching load, in  
35 the first sentence of Article IV, Sec. 9 [B.-1.] of this Agree-  
36 ment, which states "Class loads which fall between 90% and  
37 108% shall be construed as 100%."

38           **2.** The number of call staff full-time equivalent teaching  
39 positions shall be determined by adding all call staff teacher

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\*\* See Appendix G.

- 1 loads as calculated on a semester basis for regular,  
2 approved, aidable day, evening, and weekend courses and  
3 dividing the total by 100.
- 4 3. The bargaining unit teacher's FTE/call-staff FTE ratio  
5 shall not exceed 65/35. The parties agree that increasing  
6 the above stated ratio is an educationally desirable goal.
- 7 4. Regular full-time teachers may have reduced loads  
8 with reduced pay, or may be laid off as provided in this  
9 Agreement, under "Protection of Full-Time Teaching Loads,"  
10 and under "Layoff." However, regular full-time teachers will  
11 not be reduced in load/pay nor will they be laid off, if they  
12 are to be replaced with part-time teachers.
- 13 5. Employees who are reduced below 50% FTE will be  
14 allowed to continue Board insurances on a self-paid basis  
15 where eligible as determined by the carrier.
- 16 6. STRS contributions will be continued by the Board to  
17 the extent they are eligible as determined by State Statutes.
- 18 7. Regular employees will continue to receive class and  
19 step pay unless their reduction below 50% FTE follows a  
20 separation in employment or a full layoff for a period of one  
21 semester or longer.
- 22 8. Limited term employees with less than three years  
23 service who are reduced below 50% FTE will receive com-  
24 pensation based upon call staff pay.
- 25 9. Vacancy of Full-time Position
- 26 a. Whenever a regular, full-time position becomes  
27 vacant, MATC shall reallocate the full-time position to  
28 a different department or student division if over 50%  
29 of the workload is eliminated. The position shall be  
30 filled by a full-time teacher. If the workload is reinstat-  
31 ed within 3 full school years, MATC will assign such  
32 workload to a regular teacher, if available, and shall  
33 not divide such 50% or more workload of the vacant  
34 position among part-time teachers. If the District meets  
35 or exceeds the staffing commitment of the Full-time  
36 Staff Memorandum of Understanding, this section [B.-  
37 9.-a.] does not apply.
- 38 b. Whenever a regular, full-time position becomes  
39 vacant, and 50% or more of the workload of the vacant  
40 position is to be continued, MATC shall allocate the  
41 position in whole or in part by:

- 1 (1) keeping the position in its original depart-  
2 ment.
- 3 (2) replace existing call-staff teachers with full-  
4 time teachers.
- 5 (3) add a full-time teacher to an expanding  
6 program.
- 7 (4) assign a full-time teacher to a new program.
- 8 c. If a reallocated position is subsequently eliminat-  
9 ed, such position shall be reallocated as described in  
10 [B.-9.-a.], above.
- 11 d. The Union shall be notified of positions which are  
12 reallocated in [B.-9.-a.,b.] above, and who has filled  
13 the position.
- 14 e. MATC does not intend to use new or existing  
15 part-time teachers as a device to abolish previous  
16 existing regular teaching positions.
- 17 **10.** The ratio of call-staff full-time equivalent teaching posi-  
18 tions shall be calculated and averaged for both semesters  
19 and provided to Local 212 by April 1 of each school year. In  
20 the event the percentage of call-staff full-time equivalent for  
21 regular approved aidable courses exceeds the stipulated  
22 percentage, no individual teacher shall have any claim or be  
23 entitled to back pay and the sole remedy shall be that MATC  
24 at its option will either establish additional full-time positions  
25 and/or reduce the number of call-staff full-time equivalent  
26 positions to reach the ratio required by subsection [B.-3.]  
27 above, plus an additional adjustment equal to the amount of  
28 the prior deviation, such additional adjustment to continue  
29 for the same length of time as the violation existed.
- 30 **11.** Both MATC and Local 212 reserve the right to object to  
31 future collective bargaining concerning the subject matter of  
32 this section upon the grounds that it is not a mandatory sub-  
33 ject of collective bargaining, notwithstanding its inclusion in  
34 this Agreement and notwithstanding any future legislation or  
35 court or administrative decision which would require collec-  
36 tive bargaining as to subjects covered by an existing agree-  
37 ment. In the event of any future dispute as to whether such  
38 subject matter is a mandatory subject of collective bargain-  
39 ing, the existence of this agreement shall be disregarded  
40 and such dispute shall be resolved as if this agreement did  
41 not exist.

1     **Section 8 — Teaching Duties and Assignments**

2     **A.** Teachers shall not be required to perform production work  
3     which is not part of the student instructional program, as part of  
4     their teaching assignment.\*\*

5     **B.** Teachers shall not be assigned nonprofessional duties such  
6     as cafeteria, assembly, commencement, apprentice banquet, and  
7     non-counseling registration duties.\*\*

8     **C.** Teachers may express, in writing, preferences in teaching  
9     assignments. Such requests shall be submitted at least two (2)  
10    months prior to the published date on which tentative teaching  
11    schedules are due. Teachers may discuss their teaching sched-  
12    ule with their immediate supervisor prior to scheduling.\*\*

13    **D.** The appropriate supervisor shall consult, upon request, with  
14    the teacher prior to scheduling courses and hours. Teachers shall  
15    be notified of their tentative program not less than thirty (30) days  
16    before the end of the preceding semester, and such notification  
17    shall include the percentage of teaching load assigned.\*\*

18    **E.** In assigning teaching duties, the appropriate supervisor will  
19    give first consideration to the primary or secondary professional  
20    competence of the teacher and to his/her experience in other  
21    fields as a teacher. Exceptions to this provision may be made for  
22    the welfare of the teacher or of the students or for emergency  
23    reasons.\*\*

24    **F.** Employees may submit a notice of preference for day,  
25    evening, and/or weekend courses/work to their Division Dean  
26    pursuant to this Section. Qualified employees who have a prefer-  
27    ence to be assigned to day, evening, and/or weekend work shall  
28    be assigned based on seniority. If day or evening assignments  
29    remain unfilled, then the least senior qualified employee may be  
30    assigned to the courses/work. This is not intended to circumvent  
31    seniority.

32    **G.** Employees shall not be required to take evening  
33    courses/work if they have voluntarily or involuntarily done so in  
34    one of the previous two (2) semesters. This provision may be  
35    waived for employees directly involved with programs which  
36    operate only during late afternoon or evening hours or may be  
37    waived for one (1) semester where the limited staff (two (2) per-  
38    sons or less) of a department are the only qualified employees  
39    available.

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\*\* See Appendix G.

1 **H.** A committee consisting of no more than three (3) Union  
2 and no more than three (3) District representatives shall review  
3 all scheduling practices and complaints and make  
4 recommendations.

5 **Section 9 — Teaching Load, Limitations, and Special**

6 **Assignments\*\***

7 **A.** The teacher's weekly class load shall be based upon the fol-  
8 lowing formula:

	<b>Total 55-Minute Teaching Periods Per Week</b>
<b>Type of Class</b>	
1. Academic Lecture Including Lecture-Demonstration and Recitation (Associate Degree Courses)	<b>15</b>
<b>a.</b> Effective Semester 1, 1995-96, the writing-inten- sive courses numbered 801-201, -202, -207, and -208 shall cap initial enrollment at 20 students per class.	
<b>b.</b> Effective Semester 2, 2001-2002 the writing- intensive courses numbered English 153 and English 154 shall be limited to an enrollment of 20. No student will be added after the beginning of the second week of classes without the consent of the instructor. This agreement can only be changed by mutual agreement between the parties (per the Joint Committee on Com- munication Skills 153,154 and College Seminar).	
<b>c.</b> Effective Semester 1, 2007-2008, the writing in- tensive course, Introduction to College Writing, num- bered 831-103 shall be limited to an enrollment of 20. No student will be added after the beginning of the second week of classes without the consent of the instructor.	
<b>d.</b> Business writing courses numbered RBUS 111, OFTECH 122, and PLEGAL 107 shall cap initial enroll- ment at 25 students per class.	
<b>e.</b> No more than three (3) writing-intensive classes shall be assigned to a teacher in any given semester unless agreed to by the instructor.	
<b>f.</b> The appointed chairperson's load shall be reduced and shall be determined as equitably as pos-	

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\*\* See Appendix G.

1	sible, considering the size of the department.	
2	2. Academic — Combination of Individual and	
3	Group Instruction	20
4	(High School Contract Services, Apprentice,	
5	Adult High School, and Adult-Vocational Courses)	
6	3. Laboratory or Quiz	24
7	(Associate Degree Courses)	
8	4. Shop	24
9	(High School Contract Services, Apprentice,	
10	Adult High School, and Adult-Vocational Courses)	
11	5. Driver Education	
12	Behind-the-Wheel	32
13	Related	20

14 The combination of Behind-the-Wheel classes and  
 15 related classes shall not total more than 25 periods per  
 16 week, unless there are not sufficient Related Classes to pro-  
 17 vide for a full load and in that case the 25-period limit shall  
 18 be waived.

- 19 6. College of the Air
- 20 a. The Union and District agree that the College of  
 21 the Air is a viable educational delivery system in sup-  
 22 port of MATC’s Mission Statement.
- 23 b. The telecourses are categorized by content, level  
 24 of faculty/student interaction, and laboratory require-  
 25 ments. The determination of which type of course fit  
 26 each category shall be based on the course design  
 27 and content, agreement between the College of the Air  
 28 Coordinator, the designing faculty member, the depart-  
 29 ment of origin, and the Associate Dean for that area.
- 30 c. Based on the telecourse category, a minimum  
 31 and maximum number of students are established per  
 32 one class load. Examples: a three period lecture  
 33 course with a 20% load equates to one class load; or  
 34 a four period lecture course with a 27% load equates  
 35 to one class load.
- 36 d. TeleCourse Categories
- 37 (1) A Type A TeleCourse is basically a three test  
 38 and project course. It is primarily content driven  
 39 and requires a minimum of faculty/student inter-  
 40 action. Some examples would be Psychology,  
 41 Sociology, or Marketing.

1 (2) A Type B TeleCourse is a course which  
2 requires increased faculty/student interaction.  
3 Some laboratory times or performance sections  
4 are required. Some examples would be Business  
5 Computer Works or Speech 201.

6 (3) A Type C TeleCourse is a course which  
7 requires a great deal of faculty/student interac-  
8 tion. Extensive laboratory time or grading of writ-  
9 ten projects is required. Some examples would  
10 be English 201 and 202, and science courses  
11 such as Geology and Chemistry, mathematics  
12 courses such as College Algebra, and foreign  
13 language courses involving laboratories.

14  
15 e. TeleCourse Workloads

16  
17

<u>Type of Course</u>	<u>Number of Students</u>	<u>Number of Class Loads</u>
A	25-105	1
	106-200	2
	201-250	2.5
B	20-70	1
	71-130	2
	131-180	2.5
C	15-35	1
	36-70	2
	71-90	2.5
	91-110	3

22  
23  
24  
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26  
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28  
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31

32 f. Maximum TeleCourse Load: The maximum per-  
33 cent work load that can be placed on any TeleCourse  
34 Teacher per course assigned is:

35  
36

<u>Type of Course</u>	<u>Maximum Load</u>
A	50%
B	50%
C	60%

37  
38  
39

- 1                   g. The practice of assigning an additional load to  
2 instructors teaching College of the Air courses shall  
3 cease effective July 1, 2004.  
4
- 5                   h. TeleCourse Faculty Assignment System  
6                   (1) If a full-time faculty member was involved in  
7 the course design, that person shall be offered  
8 the opportunity to teach the course first.  
9                   (2) If the designing faculty member declined,  
10 the course shall be offered to other full-time fac-  
11 ulty members certified to teach that course based  
12 on the Local 212 Contract. Auditions for interest-  
13 ed faculty may be required.  
14                   (3) If the course was designed by a part-time  
15 faculty member, any certified full-time faculty  
16 member can apply to teach the course. Seniority  
17 and auditions are considering factors.  
18                   (4) If no full-time faculty is interested, the  
19 course will be offered first to any part-time fac-  
20 ulty member involved in course design.  
21                   (5) If no designing part-time faculty member is  
22 available, other certified part-time faculty may  
23 apply.  
24                   (6) Designing full-time faculty members have  
25 first rights to the course for three years if offered  
26 once a year or six semesters if offered every  
27 semester.  
28                   (7) Other full-time faculty members assigned  
29 have rights to the course for two years if it is an  
30 annual course or four semesters if offered every  
31 semester.  
32                   (8) If no other full-time faculty member is inter-  
33 ested, the current instructor can be reassigned.  
34                   (9) Part-time faculty will be assigned as  
35 needed.  
36
- 37                   7. College of the Air/Independent Study  
38                   I. **A Level Course:** The first five students will equal  
39 5% load. Each additional 2 students will equal 1% as  
40 shown in the following table:

1	1-5 students = 5%	20-21 students = 13%
2	6-7 students = 6%	22-23 students = 14%
3	8-9 students = 7%	24-25 students = 15%
4	10-11 students = 8%	26-27 students = 16%
5	12-13 students = 9%	28-29 students = 17%
6	14-15 students = 10%	30-31 students = 18%
7	16-17 students = 11%	32-33 students = 19%
8	18-19 students = 12%	34-35 students = 20%
9		

10                    **B Level Course:** The first four students will equal  
 11 5% load. Each additional 1-1/2 students will equal 1%  
 12 as shown in the following table:

13		
14	1-4 students = 5%	16 students = 13%
15	5-6 students = 6%	17-18 students = 14%
16	7 students = 7%	19 students = 15%
17	8-9 students = 8%	20-21 students = 16%
18	10 students = 9%	22 students = 17%
19	11-12 students = 10%	23-24 students = 18%
20	13 students = 11%	25 students = 19%
21	14-15 students = 12%	26-27 students = 20%
22		

23                    **C Level Course:** The first three students will  
 24 equal 5% load. Each additional 1 student will equal 1%  
 25 as shown in the following table:

26		
27	1-3 students = 5%	11 students = 13%
28	4 students = 6%	12 students = 14%
29	5 students = 7%	13 students = 15%
30	6 students = 8%	14 students = 16%
31	7 students = 9%	15 students = 17%
32	8 students = 10%	16 students = 18%
33	9 students = 11%	17 students = 19%
34	10 students = 12%	18 students = 20%
35		

36                    II. Instructors will only be asked to teach courses on  
 37 a volunteer basis.

39                    III. No instructor shall be assigned more than a 20%  
 40 load for independent study.

41                    IV. If a student does not complete the independent  
 42

1 study course work in the semester it was begun, the  
2 student may continue this work in the subsequent  
3 semester. The student shall be considered as part of  
4 the instructor's load for the initial semester only.  
5

6 **8. ITV:**

7 **a.** ITV shall be considered one and two way video.  
8 Faculty involvement with ITV shall be voluntary. Cours-  
9 es offered over ITV are those that register less than 12  
10 students at any given campus site(s), but if combined  
11 at one site would meet minimum enrollment guide-  
12 lines. Class enrollments for courses offered over ITV  
13 should be less than or equal to 30 participants unless  
14 otherwise agreed to by the instructor. Such numbers  
15 should be in compliance with the previous point. Pro-  
16 posals for course offered over ITV may be generated  
17 by MATC administration, faculty or students.

18 **b.** Proposed course offerings will be reviewed by  
19 the ITV Review Committee. This committee will be  
20 composed of the following:

- 21 (1) Distance Education Technology Coordinator
- 22 (2) Dean of Instructional Design
- 23 (3) One representative appointed by Local 212
- 24 (4) Two faculty representatives from the  
25 respective department/program
- 26 (5) One administrator from the respective  
27 department/program

28 **c.** Once the proposal has been approved by the ITV  
29 Review Committee, it shall be forwarded to the respec-  
30 tive department/program for final approval. Local 212  
31 will be notified in advance of all ITV course offerings.

32 **d.** An additional load for ITV instruction shall be  
33 given per the chart on page 31. This additional load  
34 does not include curriculum development.

35 **e.** Travel time shall be compensated as provided in  
36 Appendix E.

37 **f.** Any monitoring of ITV classes for the purpose of  
38 evaluation and/or coaching must be at the send site  
39 and in compliance with existing contract language re-  
40 lative to evaluation. Any other purpose for the monitor-  
41 ing of these classes must be pre-approved by the  
42 instructor.

1           **g.** The practice of taping ITV classes is a safeguard  
2 in the event of technological malfunction. These tapes  
3 may be viewed by students only in the event of a mal-  
4 function or with permission of the instructor. The tapes  
5 are not “production quality” presentations and the  
6 tapes of the class may only be used with the instruc-  
7 tor’s permission. The tapes are property of MATC and  
8 constitute the product of work for hire. It is agreed that  
9 the use of the tapes is limited to the specific purposes  
10 described in this agreement. These tapes can only be  
11 used for MATC instructional purposes. The tapes are  
12 not to be used for evaluation or coaching unless the  
13 instructor so agrees. Three one-class period tapes  
14 shall be recorded and saved from each ITV course.  
15 These should be selected by the course instructor and  
16 used as demonstration tapes for faculty and others  
17 interested in the respective course or the ITV technol-  
18 ogy. These tapes will be retained by the Coordinator of  
19 Distance Education. The faculty member must destroy  
20 the remaining tapes at the end of the semester.

21           **h.** Control of content and course competencies of  
22 ITV courses remains the domain of the faculty of the  
23 department offering the course. Technical support  
24 (media specialist, budgeted student help and/or other  
25 appropriately trained personnel) will be available at all  
26 ITV sites when classes are scheduled. This support is  
27 responsible for the opening of rooms, adjusting of  
28 equipment, resolution of problems, distribution of faxes  
29 and copies, etc. Monitors (teachers, educational assis-  
30 tants, or other qualified personnel) will be available at  
31 ITV receive sites during examination sessions. In addi-  
32 tion to serving as observers, these monitors will assist  
33 in the distribution and collection of testing materials.  
34 During these examination sessions, the course  
35 instructor will be present on the ITV system to answer  
36 any content-related questions.

37           **9.** On-Line Delivery:

38           **a.** A teacher must show competency or training in  
39 the Internet delivery mode.

40           **b.** An additional load for internet instruction shall be  
41 given per the chart below. This additional load does  
42 not include curriculum development.

	<b>Hours of Class Per Week</b>	<b>Additional Load for Class</b>
1	1	1.93%
2	2	3.86%
3	3	5.80%
4	4	5.80%
5	5	5.80%

6  
7  
8  
9  
10 **c.** A class will be limited to an enrollment of twenty-four. No student will be added after the beginning of the second week of the class without the consent of the instructor, with the following exceptions:

- 11  
12  
13 1. Adult High School courses will be limited to  
14 an enrollment of thirty students. No student will  
15 be added after the beginning of the second week  
16 of the class without the consent of the instructor.  
17 2. Writing intensive courses numbered ENG-  
18 201, -202, -207, and -208 will be limited to an  
19 enrollment of twenty students. No student will be  
20 added after the beginning of the second week of  
21 the class without the consent of the instructor.

22 **d.** Assignments (see Appendix L). The chart in the  
23 section shall not apply if a more senior full-time instruc-  
24 tor who has received proper training or demonstrated  
25 competency is subject to layoff or there are no other  
26 classes available to insure a full-time load.

27 **e.** Ownership of Online Courses.

28 1. The District maintains ownership of the cur-  
29 riculum. Curriculum shall be defined as the WIDS  
30 Course Outcome Summary, the course syllabus,  
31 and the course outline.

32 2. Course Materials shall be defined as  
33 instructional materials created by faculty (e.g.  
34 assessment tools, handouts, lessons, simula-  
35 tions, and summaries) and put online for the  
36 course.

37 **a.** Faculty who are compensated by  
38 MATC for course materials by payment per  
39 Article IV, Section 6F or release time shall  
40 have joint ownership with MATC of all  
41 course materials except that MATC  
42 reserves the right to use and update course

1 materials for MATC educational purposes.  
2 Use of all or part of the material outside of  
3 the school may only be done with the con-  
4 sent of the course creator and MATC.

5 **b.** Faculty who receive no payment  
6 shall maintain sole ownership of course  
7 materials.

8 **3.** Faculty interested in developing course  
9 materials for existing or new courses to be deliv-  
10 ered by way of alternate delivery technologies  
11 shall complete the Alternative Delivery Approval  
12 Form and follow the appropriate alternative deliv-  
13 ery approval process. Any change in the approval  
14 process or changes in requirements for teaching  
15 online must be approved by MATC and Local  
16 212. This process shall include compensation for  
17 developing the course materials as per Art. IV,  
18 Section 6F at the time the material is being  
19 created.

20 **f.** Any agreement relative to the sale or licensing of  
21 any online course/content, jointly owned by an instruc-  
22 tor and the college, shall be preceded by the following:

23 **1.** Notification of the intent to sell or license the  
24 online course/content to Local 212 and the  
25 respective instructor.

26 **2.** Identification of the final selling price or  
27 licensing fee that the college will receive for the  
28 product/service. This total income will be shared  
29 in the following way after any direct costs of dis-  
30 tribution, reproduction and packaging are  
31 recouped by MATC:

32 **a.** Fifty percent of the total sale price or  
33 licensing fee to MATC.

34 **b.** Fifty percent of the total sale price or  
35 licensing fee to the instructor.

36 **3.** The dates and duration of agreement.  
37

38 **10.** Auto-Tutorial: Auto-Tutorial will use the concept of a  
39 teacher-manager. The teacher-manager shall have the re-  
40 sponsibility of the Learning Resource Center and the GAS  
41 and SAS sessions. Teaching load credit for assignments in  
42 Auto-Tutorial shall be as follows:

- 1                   a.    Manager — GAS, SAS, or  
2                                    Learning Resource Center                                    **32**
- 3                   b.    Teacher assigned to augment the manager:  
4                                    **(1) GAS                                    15**  
5                                    **(2) SAS                                    20**  
6                                    **(3) Learning Resource Center        24**
- 7                   **11. Independent Study:** When it is determined that there  
8                   are no sections available in the district and all other efforts  
9                   have been exhausted, faculty may be asked to teach an  
10                  independent study course using the following criteria:  
11                  a.    % of Load  
12                                    1 - 3 students = 5%  
13                                    4 - 6 students = 10%  
14                  b.    Instructors will only be asked to teach courses  
15                                    they have taught previously on a volunteer basis.  
16                  c.    No instructor shall be assigned more than a 10%  
17                                    load for independent study.  
18                  d.    Independent study is defined as learning that is  
19                                    more self-directed than a regular course and in which  
20                                    the teacher plays a much less visible role and in which  
21                                    the delivery is significantly different than regular class-  
22                                    room delivery.  
23                  e.    No course may be offered as independent study  
24                                    that requires the student to use or operate equipment  
25                                    in a laboratory or machine shop, or requires the pres-  
26                                    ence of an instructor to monitor student activity, or  
27                                    requires the instructor to demonstrate the operation or  
28                                    use of equipment, or involves the use of computers or  
29                                    computer applications (exceptions for computer cours-  
30                                    es can be mutually agreed upon by the instructor and  
31                                    the supervisor).  
32                  f.    An independent study assignment is counted as  
33                                    a separate preparation for each course number. At  
34                                    most two course numbers can be carried as an  
35                                    independent study (two 5% independent study  
36                                    assignments).
- 37                  **12. Other Formulas:** In certain programs where the gener-  
38                                    al class load formula is not appropriate, the parties have  
39                                    agreed upon special class load computations. Any such  
40                                    special agreement which is in writing and approved by the  
41                                    Administration and the Union shall take priority over the  
42                                    general class load formula. Such special agreements in

1 effect are included in Appendix H.

2 **13.** Accumulative Load Calculation: All loads shall be cal-  
3 culated on an accumulative rather than an individual section  
4 basis; i.e., seven (7) two-period lab sections is  $14/24=58\%$   
5 rather than treating  $1/24$  as 4% and determining the load as  
6  $4\% \times 14 = 56\%$ .

7 **14.** Within five (5) working days of the start of the semes-  
8 ter, the District shall provide the Union with copies of the  
9 semester work schedules as provided to teachers.

10 **15.** Course Preparations — Workload

11 **a.** Definition: A sequence or collection of activities  
12 performed by the instructor each semester to prepare  
13 for the organized delivery of course materials and sub-  
14 ject matter to the students assigned to a course and  
15 the periodic evaluation of student's understanding of  
16 course content within the semester. This sequence or  
17 collection of activities is unique to each unique course  
18 number.

19 **b.** A different section of a course is not separate  
20 preparation.

21 **c.** Combined Courses

22 **(1)** Certain courses are taught at the same time  
23 by the same teacher to groups of students  
24 enrolled under different course numbers. When  
25 the course outline and text are the same regard-  
26 less of the differing course numbers, there is only  
27 one preparation for that course. Examples:  
28 apprentice/adult courses, diploma/high school  
29 contract courses.

30 **(2)** Other combined classes will be considered  
31 to have multiple preparations if the courses com-  
32 bined are discrete knowledge levels of the same  
33 subject. Examples: Blueprint Reading 1, 2, 3;  
34 Shop Math 1, 2, 3, 4; Machine Technology 1, 2, 3.

35 **d.** Courses that are taught as individual instruction  
36 are not counted as separate preparations, but are con-  
37 sidered to be one preparation.

38 **(1)** Individual instruction occurs in laboratory  
39 and shop classes where students are enrolled  
40 in different courses simultaneously with one  
41 teacher. Examples: machine shop, welding,  
42 physical education, keyboarding.

- 1                   **(2)** Individual instruction occurs in laboratories  
2                   where students are taught using electronic tech-  
3                   nology as the primary educational delivery sys-  
4                   tem. Examples: interactive electronics, language  
5                   labs, piano labs, modu-math.
- 6                   **(3)** All G.E.D. classes are individual instruction.  
7                   Individual instruction occurs in basic skills in cer-  
8                   tain programs such as the Labor Center,  
9                   P.A.C.E., workplace Literacy programs, commu-  
10                  nity based organizations and at the West and  
11                  South Campuses and the Milwaukee Campus in  
12                  the open entry, open exit sections of basic skills.
- 13                  **e.** A course that is structured with either formal lec-  
14                  ture periods and lab periods or related periods and lab  
15                  periods, is not considered to be individual instruction.  
16                  Examples: chemistry, printing, computer programming.
- 17                  **f.** The examples listed in 3, 4, and 5, above, may  
18                  change if the instructional methodology for a course is  
19                  significantly revised from the methodology employed  
20                  in 1990-91.
- 21                  **g.** Compensation for Excessive Preparations: The  
22                  administration shall make every effort to limit the num-  
23                  ber of separate course preparations to three (3) in any  
24                  given semester. However, when for whatever reason  
25                  this is not practical, the following table or/and formula  
26                  shall be used to determine the additional workload  
27                  (preload) for course preparations:

		NUMBER OF PREPS									
		4	5	6	7	8	9	10	11	12	
3	<b>20</b>	0	5	10	15	20	25	25	25	25	
4	<b>19</b>	0	5	10	14	19	24	25	25	25	
5	<b>18</b>	0	5	9	14	18	23	25	25	25	
6	<b>C 17</b>	0	4	9	13	17	21	25	25	25	
7	<b>R 16</b>	0	4	8	12	16	20	24	25	25	
8	<b>E 15</b>	0	4	8	11	15	19	23	25	25	
9	<b>D 14</b>	0	4	7	11	14	18	21	25	25	
10	<b>I 13</b>	0	3	7	10	13	16	20	23	25	
11	<b>T 12</b>	0	3	6	9	12	15	18	21	24	
12	<b>S 11</b>	0	3	6	8	11	14	17	19	22	
13	<b>10</b>	0	3	5	8	10	13	15	18	20	
14	<b>9</b>	0	2	5	7	9	11	14	16	18	
15	<b>8</b>	0	2	4	6	8	10	12	14	16	
16	<b>7</b>	0	2	4	5	7	9	11	12	14	

Formula used to generate the table values: (with a cap at 25%)

$$\frac{(\text{Preps} - 4) \times 5 \times (\text{Credits})}{20}$$

(Preps - 4) = Excess Preps  
 5 = Prep load factor  
 (Credits) = Actual credit load for the given Preps  
 20 = Base credit load for the given Preps

**h.** The prep load will be added to the instructor's work load. Compensation for any overloads resulting from the additional prep load will be applied per [B.-1.-c.] Overload Compensation.

**i.** Program curricula dictated by trade associations or licensing agencies will not be considered in the Preparation Overload Formula.

**16.** Lab Workload: Full-time faculty should receive a stipend in recognition of continuous lab/shop administration based on the total number of lab student contract hours, SCT, accrued over a semester. The hourly compensation will be based on 1/50th of the hourly wage of Class 0 Step 0.

$$\frac{(\text{SCT}) \times (\text{Class 0 Step 0}) \times 1}{(175 \times 6.4) \quad 50}$$

1 **B. Limitations**

2 **1. Full Teaching Load**

3 **a.** Teaching loads between 90-100% are subject to  
4 the following:

5 **(1)** For faculty schedules with three (3) prepa-  
6 rations and less than 100% load, the District will  
7 make every effort not to add any additional  
8 assignments which would result in another  
9 preparation. In instances where assignments are  
10 added, the District reserves the to add assign-  
11 ments at any time during the semester so long as  
12 the additional assignment is within the faculty  
13 member's scheduled 32 hours. The total load  
14 shall not exceed 103%.

15 **(2)** For faculty schedules with four (4) prepa-  
16 rations and less than 100% load, the District will  
17 make every effort not to add any additional  
18 assignments. In instances where assignments  
19 are added, the District reserves the right to add  
20 assignments at any time during the semester so  
21 long as the additional assignment is within the  
22 faculty member's scheduled 32 hours. The total  
23 load (not including the prep factor) shall not  
24 exceed 103%.

25 **(3)** In areas where the nature of the program  
26 results in five (5) preparations the District will not  
27 add any additional assignments to schedules  
28 once they reach at least 90%.

29 **(4)** The District reserves the right to add special  
30 assignments to faculty schedules that are at less  
31 than 100% with three (3) preparations. Additional  
32 assignments shall not cause the total load to  
33 exceed 100%.

34 **b.** Where implementation of the above language  
35 would not be possible because of programs where cur-  
36 riculum is dictated by trade associations or outside  
37 licensing agencies, the above referenced points would  
38 not be included and the District retains the right to  
39 apply the language in [c.] below.

40 **c.** Overload Compensation

41 **(1)** Class loads which fall between 90 and  
42 108% shall be construed as 100%.

1                   **(2)** Analyze the current semester in relation to  
2                   the previous two semesters. If the current semes-  
3                   ter load plus the two previous semesters' loads  
4                   including prep load sums to more than 309%,  
5                   then the current semester must be underloaded  
6                   or the overload must be paid. The underload  
7                   must be adjusted so that the three semester total  
8                   is less than or equal to 309%. If a load adjust-  
9                   ment cannot be made, the instructor must be  
10                  paid cash compensation equaling one (1) times  
11                  the current semester load in excess of 100%  
12                  times the current regular semester salary.

13                  **(3)** Overload pay shall be paid by the second  
14                  payroll of the semester such pay is due. Pay for  
15                  overloads shall not affect the calculation of possi-  
16                  ble overload pay in future semesters.

17                  **2.** Newly Hired Instructors/Counselors

18                  **a.** All newly hired full-time instructors shall be given  
19                  a teaching load of between 80% and 89% for the first  
20                  year of employment except:

21                         1. Those who have more than 2 years full-time  
22                         teaching experience in a technical or community\*  
23                         college setting; or

24                         2. Those whose part-time experience is equal  
25                         to or exceeds a 200% cumulative teaching load  
26                         at MATC.

27                  \* A two-year degree-granting college, which encom-  
28                  passes both technical and academic studies.

29  
30                  Management will provide new faculty with schedules  
31                  that will allow for participation in the peer support  
32                  program.

33  
34                  **b.** Persons assigned to an LTE position for one  
35                  semester only will not receive a reduced teaching load.

36                  **c.** Persons assigned to an LTE position for one  
37                  semester and then subsequently assigned to a second  
38                  consecutive semester as an LTE will receive a reduced  
39                  load in the second semester. If the assignment is  
40                  extended to a third consecutive semester, the LTE will  
41                  receive another reduced load, thus completing the two  
42                  semester transitional teaching load. During these

1 semesters, the persons with a reduced workload will  
2 comply with the requirements stated in Article IV, Sec-  
3 tion 9, Paragraph B, 2, b, that is, complete a docu-  
4 mented activity intended to aid acclimation to the  
5 MATC full-time teaching environment in their assigned  
6 division and department. During this semester, these  
7 persons shall not be assigned any courses above their  
8 reduced full load of 80% - 89%. They will not teach any  
9 "call staff" assignments.

10 **d.** Persons assigned to an LTE position for one year  
11 will receive a reduced load for the first semester only.  
12 During that semester the persons with a reduced work-  
13 load will comply with the requirements stated in Article  
14 IV, Section 9, Paragraph B 2, b, that is, complete a  
15 documented activity intended to aid acclimation to the  
16 MATC full-time teaching environment in their assigned  
17 division and department. During this semester, these  
18 persons shall not be assigned any courses above their  
19 reduced full load of 80%-89%. They will not teach any  
20 "call staff" assignments.

21 **e.** Any persons holding an LTE assignment for an  
22 entire school year who are assigned regular positions  
23 for the following school year, or are assigned a second  
24 year for an LTE assignment, will receive a reduced  
25 teaching load per paragraph c above for the first  
26 semester only, thus completing the two semester tran-  
27 sitional teaching load.

28 **f.** The remaining load is to provide the newly hired  
29 instructor an opportunity to become acclimated to the  
30 curriculum/department/division and to encourage par-  
31 ticipation in new teacher orientation and/or profession-  
32 al development courses or programs, and/or  
33 observation/visitation of classes of tenured teachers.  
34 The newly hired instructors will provide documentation  
35 (noted in self-assessment) of how they availed them-  
36 selves of this reduced load opportunity during their  
37 coaching cycle in their first year of employment at  
38 MATC.

39 **g.** All newly hired full-time counselors with less than  
40 one year of experience in an MATC counseling posi-  
41 tion shall be required to undergo an initial orientation  
42 session within the first six months of their full-time

1 employment. The orientation will be developed, estab-  
2 lished and reviewed by a joint committee to be formed  
3 and charged upon the ratification of this contract.

4 **3. Size of Classes**

5 **a.** In classes in which the enrollment is more than  
6 sixty (60), the teacher shall be given one and one-half  
7 (1-1/2) hours' credit on his/her full teaching schedule  
8 for each contact period with such classes.

9 **b.** Such large classes shall be limited to eighty (80)  
10 students.

11 **c.** Maximum class size shall be determined on the  
12 basis of the average attendance during the first four (4)  
13 weeks of each semester and shall be maintained  
14 thereafter for the remainder of that semester.

15 **d.** Shops, labs, and quizzes are limited to the num-  
16 ber of stations available in a given lab or shop but the  
17 number of students shall normally not exceed twenty  
18 (20). If there is an enrollment of over twenty (20) and  
19 an average attendance taken over the full semester of  
20 over twenty (20), the percentage of teaching load for  
21 each such shop, lab, and quiz shall be recalculated  
22 and compensated for as outlined in Sec. 9 [B.-1.]  
23 above. The formula for this calculation is: the average  
24 daily class attendance for the semester, in excess of  
25 twenty (20), divided by twenty (20), times the percent  
26 of load for that class, plus the percent of load for that  
27 class, equal the recalculated load.

$$\frac{((\text{Avg. Att}) - 20) \times (\% \text{ Load})}{20} + (\% \text{ Load})$$

28 **e.** Every effort shall be made to equalize classes by  
29 the end of the fourth (4th) week of instruction.

30 **f.** The above [a.] thru [e.] shall not be applicable to  
31 Auto-Tutorial, College of the Air, or classes in the vari-  
32 ous fields of health occupations.

33 **g.** The number of students in a classroom shall be  
34 limited to the number of desks or stations in that class-  
35 room. If there is an excess number of students, adjust-  
36 ments will be made as soon as possible and within two  
37 weeks after the excess is reported.

38 **h.** Basic skills classes shall be limited to an enroll-  
39 ment of twenty-five (25).

40 **i.** Adult High School: The District will limit initial  
41  
42

1 enrollment in Adult High School classes to 30  
2 students.

3 **4. Course Limitations**

4 **a.** The administration may combine courses only if  
5 they are classified within a single division of instruc-  
6 tion. Such combinations shall be limited to no more  
7 than three (3) courses. (Not applicable to individual  
8 instruction.)

9 **b.** When substantial differences of opinion exist,  
10 requests for reclassification of courses and procedures  
11 shall be considered within each instructional division,  
12 and such changes may be made within the terms of  
13 this contract with the approval of the Provost. Changes  
14 so approved shall be effective at the beginning of the  
15 following semester.

16 **c.** In the event of any arbitration under this subsec-  
17 tion (3), the District shall not argue that past acquies-  
18 cence in the assignment by the teacher justifies or  
19 excuses continuation of the practice or failure to  
20 change it. If the Arbitrator determines that there has  
21 been a violation of the contract, the Arbitrator may  
22 award workload credit in an amount which equitably  
23 compensates the teacher for any extra work caused by  
24 the violation beyond the preparation time provided in  
25 the teacher's schedule, from the date of the filing of the  
26 grievance until the excessive assignment is corrected;  
27 provided that any remedy shall be retroactive to the  
28 start of the semester, if the grievance was filed within  
29 twenty (20) working days of the start of the semester.  
30 If the administration does not correct the assignment,  
31 the workload credit, as ordered by the Arbitrator, shall  
32 continue.

33 **5. Protection of Full-Time Teaching Loads:** It is the intent  
34 of the Board to make reasonable efforts to assure that a reg-  
35 ular full-time teacher shall continue to receive full-time  
36 assignments before suffering a reduction in work load to  
37 part-time status or before being laid off. The parties recog-  
38 nize that declining enrollments, either generally or in partic-  
39 ular fields, as well as other changing circumstances may  
40 require corresponding staffing adjustments and conse-  
41 quently nothing herein shall constitute a guarantee of  
42 employment or shall limit the lawful discretion of the Board

1 in effecting work assignments and layoffs. In attempting to  
2 avoid reduction of a regular full-time teacher below a full-  
3 time teaching load the following principles shall apply:

4 **a.** This provision shall not apply to underloads  
5 assigned to compensate for prior overloads but shall  
6 only apply to underloads resulting from lack of full-time  
7 work assignments.

8 **b.** If a teacher would otherwise have an underload,  
9 a teacher may be assigned to, or volunteer for, Week-  
10 end College Courses for the purposes of filling out a  
11 work load, subject to the right of appeal as provided in  
12 [c.] below. In such event the regular work week limit  
13 shall not apply and weekend work shall be given the  
14 same percentage load for the same or similar course  
15 offered on a full semester basis. Such weekend  
16 assignments will be made only after it has been deter-  
17 mine that there are no classes, for which the teacher is  
18 qualified, being taught by call-staff teachers at a time  
19 preferred by the teacher.

20 **c.** If a teacher refuses an assignment, pursuant to  
21 [b.] above, or continues to have an underload includ-  
22 ing the assignment, he/she will not necessarily receive  
23 a special assignment to bring his/her load to 100%.  
24 Such teachers will have a right to appeal on the basis  
25 of "hardship" to the Provost, whose decision will be  
26 final and binding. The Provost will work out an appeal  
27 procedure to give the teacher due process.

28 **d.** If a teacher continues to have an underload after  
29 application of the above procedures, he/she may be  
30 given an overload the succeeding year without further  
31 compensation, provided that any such compensatory  
32 overload shall not exceed fifteen percent (15%).

33 **e.** In the event a regular full-time teacher is subject  
34 to layoff or reduction to part-time status, the teacher  
35 affected shall have the first opportunity to accept the  
36 reduced part-time assignments before such work is  
37 offered to any teacher outside the bargaining unit.

38 **f.** Any regular teacher who would otherwise be sub-  
39 ject to layoff shall be offered the opportunity to assume  
40 all day/evening/weekend assignments for which  
41 he/she is qualified, which will provide a full-time teach-  
42 ing load, and which are otherwise assigned to part-

1 time (loads of under 50%) teachers. Any regular  
2 teacher who has been laid off shall be offered the  
3 opportunity to assume all day/evening/weekend  
4 assignments for which he/she is qualified before such  
5 assignments are given to part-time teachers.

6 **6.** Travel Time: Teachers who are required by MATC to  
7 travel on a regular basis as part of their official Instructor's  
8 Programs, but whose teaching load does not include a fac-  
9 tor for travel time, shall not have such travel time counted as  
10 part of the class load but shall receive pay as provided in  
11 Appendix E.

12 **C. Special and/or Professional Assignment**

13 **1.** Teachers on full-time special and/or professional  
14 assignment shall work thirty-two (32) hours per week.

15 **2.** Teachers on part-time special and/or professional  
16 assignment shall have such assignments prorated on the  
17 basis of thirty-two (32) hours per week.

18 **3.** A professional assignment available to a full-time  
19 instructor shall follow the language in Article III, Section 4  
20 (Pages 16-18). This paragraph does not apply to special  
21 assignments given to fill an underload.

22 **4.** A faculty/counselor member who has a special and/or  
23 professional assignment shall have an instructional/coun-  
24 seling assignment of at least 40% per semester unless the  
25 parties mutually agree otherwise.

26 **5.** A special or professional assignment may carry a term  
27 of up to two years. The terms may be served consecutively.

28 **Section 10 — Contracts for Outreach Services**

29 See Memorandum of Understanding — Appendix K.

30 **Section 11 — Lounge Facilities**

31 Whenever possible, lounges shall be maintained for  
32 employees at each Campus Center. Further, wherever possible  
33 in supplementary buildings, separate men's and women's rest  
34 rooms and rest facilities shall be provided.

35 **Section 12 — Fair Dismissal**

36 **A.** An employee hired by the Board who has no previous expe-  
37 rience shall serve a three (3) year probationary period. During this  
38 period the employee will be given guidance, assistance, and rec-  
39 ommendations for improvement by his/her immediate supervisor.

40 **B.** An employee hired by the Board who has had three (3) or  
41 more years of satisfactory experience in a similar institution shall  
42 serve a two (2) year probationary period.

1 C. A probationary employee who is being terminated shall have  
2 the right to appeal for a hearing before the Provost with or with-  
3 out representation.

4 D. A tenured employee, i.e., an employee whose employment  
5 is continued after completion of the probationary period, shall not  
6 be disciplined, dismissed, suspended, discharged, or denied re-  
7 appointment except for just cause. Such actions against any  
8 employee shall follow these specific procedures:

9 1. The employee shall be notified in writing stating cause  
10 for such action, with a copy to the Union.

11 2. The employee or the Union shall be entitled to proceed  
12 under step three of the grievance procedure.

13 3. If the employee or the Union is not satisfied with the  
14 decision at step three of the grievance procedure, the  
15 employee or the Union shall have the right either to:

16 a. A hearing with Union representation before the  
17 Board, in which case the decision of the Board follow-  
18 ing such hearing shall be final and binding, or

19 b. Appeal to arbitration in accordance with the final  
20 step of the grievance procedure as prescribed in this  
21 Agreement.

22 4. Unless the employee or the Union makes a written  
23 request either for a hearing before the Board or for arbitra-  
24 tion within fifteen (15) calendar days after receipt of the  
25 decision at step three of the grievance procedure, such  
26 decision shall be final. The procedures above shall not  
27 waive the employee's rights under 118.22 (3) of the Wis-  
28 consin Statutes, if applicable.

29 E. A student complaint may not be used in disciplinary actions  
30 if the complaint is more than two years old.

### 31 **Section 13 — Involuntary Transfer**

32 A. Transfers made because of decreased employee work load  
33 due to decreased student enrollment or other similar causes shall  
34 be based on seniority; i.e., the employee with the least seniority  
35 within the affected department which is being changed shall be  
36 transferred first unless an employee with higher seniority  
37 requests the transfer. The employee and the Union shall receive  
38 notification as soon as possible regarding such transfers.

39 B. Employees transferred involuntarily in accordance with [A.]  
40 above shall have the right to return to their original campus, divi-  
41 sion, or department as positions occur, in reverse of the order in  
42 which they were transferred.

1     **C. Externally Funded Positions**

2         **1.** Faculty who voluntarily transfer into an externally fund-  
3         ed position shall be placed at Step 5 for faculty and shall  
4         accrue seniority and advance on the salary schedule per the  
5         labor agreement.

6         **2.** Faculty who involuntarily (due to layoff or lack of work,  
7         etc.) transfer into an externally funded position shall retain  
8         and accrue seniority and compensation according to the  
9         provisions of the labor agreement.

10    **Section 14 — Layoff**

11    **A.** When reasonably possible, the Union shall be given at least  
12    ninety (90) calendar days notice of the potential for a layoff(s) in  
13    a department. The Union and the District shall meet within fifteen  
14    (15) days of such notice to review the reasons for the potential  
15    layoff and the order of employees to be laid off. Within fifteen (15)  
16    days of the above noted meeting, the employees who may be  
17    affected shall be given a preliminary notice of layoff. The actual  
18    notice of layoff shall be provided to the employee and the Union  
19    as soon as possible, but in no event shall said notice be less than  
20    thirty (30) calendar days.

21    **B.** Whenever a layoff is deemed necessary by the Board, a list  
22    of teachers from the affected area will be made. From this list,  
23    volunteer(s) for layoff will be solicited. Teachers who may be  
24    interested in volunteering for a layoff, when a final determination  
25    of the affected area and number of positions to be reduced is not  
26    yet determined by the end of the school year, must leave a  
27    self-addressed stamped envelope with the Office of Human  
28    Resources indicating such interest if they will not be available to  
29    receive general District communications.

30    **C.** If there are more volunteer(s) than needed, the volunteer(s)  
31    will be laid-off by seniority, from the most senior to the least sen-  
32    ior. A teacher who accepts a voluntary layoff shall have the right  
33    to return to work if their seniority allows, after one school year. A  
34    new volunteer for layoff shall then be solicited and if there are no  
35    volunteer(s) the following paragraphs shall apply.

36    **D.** During the layoff year, a teacher on a voluntary layoff will be  
37    given the option to return to active employment in the event a  
38    vacancy occurs for which he or she is qualified.

39    **E.** Whenever a layoff is deemed necessary by the Board, if  
40    there is a lack of volunteers for layoff, the teacher with the least  
41    seniority within the affected department shall be laid off first. The  
42    teacher and the Union shall receive notification as soon as possi-

1 ble regarding such layoffs, but in no event shall said notice be less  
2 than thirty (30) calendar days. However, for an employee who is  
3 being displaced as a result of a more senior employee exercising  
4 bumping rights, notification of layoff will be made to the less sen-  
5 ior employee as soon as possible. A teacher who would otherwise  
6 be subject to layoff shall have the right to transfer back to any  
7 department in which the teacher had previously worked and is  
8 qualified, provided that there is a vacancy or a teacher with less  
9 seniority than the transferring teacher within such department.\*\*

10 **F.** If a teacher would otherwise be laid off, such teacher may  
11 bump the teacher with the least seniority (Per Article IV, Section  
12 21) in a different division but in the same department provided  
13 that it is determined that the senior teacher is qualified for the  
14 position in the other division.

15 **G.** If the teacher is still subject to layoff, such teacher, may if  
16 currently qualified, transfer into any vacant position or if no vacan-  
17 cy exists, bump a teacher with less seniority in any position, pro-  
18 vided that it is determined that the teacher is qualified for such  
19 position. In the event two or more teachers subject to layoff are  
20 determined to be qualified for the position, the most senior quali-  
21 fied teacher shall be transferred or bump into said position.

22 **H.** An employee intending to exercise bumping rights must  
23 notify the District in writing within at least 15 days from receipt of  
24 notice of layoff, or 30 days prior to the beginning of any semes-  
25 ter, that the employee intends to exercise bumping rights. The  
26 employee must submit the advance notice to Human Resources.

27 **I.** A determination that a teacher is qualified to bump to another  
28 position shall not be subject to the grievance and arbitration  
29 procedure. A determination that a teacher is not qualified to bump  
30 or transfer to another position may be grieved and arbitrated. In  
31 such arbitration proceedings, the issue to be arbitrated is whether  
32 the grievant is qualified for the position in question based upon  
33 legitimate requirements and/or needs. If the arbitrator orders the  
34 grievant reinstated, such reinstatement shall be implemented  
35 within ten (10) school days of the date of receipt of the arbitrator's  
36 award, and any teacher who is displaced may be laid off with five  
37 (5) school days notice. If such reinstatement requires the dis-  
38 placement of another teacher, the grievant may be assigned to  
39 the position, or, at the option of the District, the grievant may be  
40 assigned to another position for the balance of the current  
41 semester at equal pay and benefits. The grievant shall, however,

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\*\* See Appendix G.

1 be entitled to be assigned to the position in question at the com-  
2 mencement of the following semester. In such proceedings the  
3 arbitrator shall have prospective remedy powers only and no  
4 back pay shall be granted.

5 **J.** In order to expedite such arbitration proceedings, the griev-  
6 ance procedure shall be waived and the parties shall cooperate  
7 in scheduling an arbitration hearing within twenty-five (25) days of  
8 the date arbitration is requested. Briefs shall not be filed except  
9 at the request of the arbitrator. If such briefs are requested, they  
10 shall be filed within seven (7) days. The parties shall also request  
11 the arbitrator to render a decision at the hearing, or as soon  
12 thereafter as possible, but not later than ten days after the close  
13 of the record.

14 **K.** Absent any full-time teaching vacancy, the employee may  
15 assume a full-time vacancy in the Counselors, Outreach Special-  
16 ists and School Nurse classification if they are qualified.

17 **L.** Employees laid off involuntarily, or who have completed  
18 three continuous years of limited term employment, shall have  
19 the right to return to their original campus, division, or department  
20 as positions occur, in reverse of the order in which they were laid  
21 off, and secondly to any vacant position provided the employee is  
22 qualified.

23 **M.** Employees recalled from layoff shall be expected to report  
24 to work on the specified reporting date, but if such a date is fif-  
25 teen (15) calendar days or less from the mailing date of the recall  
26 notice the employee may, upon notice to the employee's immedi-  
27 ate supervisor, report to work not later than fifteen (15) calendar  
28 days after the mailing date of the recall notice. Recall notices  
29 shall be sent certified mail to the last known address of the  
30 employee. At the same time a copy will be sent to the Union. Fail-  
31 ure of the employee to provide written notice, of intent to return,  
32 to Human Resources within seven (7) calendar days of signed  
33 receipt of the recall notice shall void the employees rights to that  
34 specific recall.

35 **N.** All seniority and recall rights shall terminate after an  
36 employee has been on layoff for a period equal to the employee's  
37 total seniority at the time of such layoff but not less than twenty-  
38 four (24) months nor more than sixty (60) months.

39 **O.** Regarding Limited Term Employees, (LTE's) (i.e., those  
40 employees who are hired to replace a bargaining unit employee  
41 for a limited term) this section shall be applicable but only as it  
42 concerns other limited term positions and/or other LTE employ-

1     ees. After three continuous years of limited term employment  
2     LTE's rights would be expanded to allow the LTE layoff and recall  
3     rights to the extent of paragraph [F.] above.

4     **P.**    A LTE who begins a fourth year of employment shall be rec-  
5     ognized subject to the full terms of the contract. The  
6     employee must begin the fourth year within three years after  
7     serving three continuous years of LTE employment.

8     **Q.**    The District shall post a position when there are no employ-  
9     ees on layoff or subject to layoff who have rights to that position  
10    under this section.

11    **Section 15 — Vacancy and Transfer Procedure**

12    **A.**    The Union shall be advised of anticipated vacancies below  
13    the Associate Dean level.

14    **B.**    Vacancies in teaching positions, nonteaching positions, and  
15    newly created positions will be publicized by posting a notice at  
16    each campus as soon as such vacancies are known. All bargain-  
17    ing unit members on layoff shall be sent all notices of vacancies.

18    **C.**    The notice shall clearly set forth the duties and qualifications  
19    and the terminal date for filing applications or transfer requests to  
20    Human Resources. If there are two (2) or more openings for the  
21    same position, the posted notice shall contain that information.

22    **D.**    For the purposes of this clause there shall be four job title  
23    categories: teachers, counselors and outreach specialist, senior  
24    specialist accountant and coordinator of cash management, and  
25    school nurses. If an employee is seeking to fill a vacancy within  
26    the bargaining unit within the same job title category the employ-  
27    ee currently occupies, this shall be considered a transfer request.  
28    If an employee is seeking to fill a vacancy in a job title category  
29    different from the one the employee currently is within, this shall  
30    be considered an application to fill a vacancy.

31    **E.**    In regard to transfers:

32        **1.**    An employee in the bargaining unit shall be given con-  
33        sideration when vacancies occur provided his/her training  
34        and experiences meet the necessary qualifications. Vacan-  
35        cies will be filled in the following order:

36            **a.**    If a vacancy in the same department and division  
37            is posted, the most senior employee in that department  
38            and division applying for the transfer will receive the  
39            position. The vacancy will initially be posted on an  
40            internal basis only. A vacancy resulting from a transfer  
41            to the internally posted vacancy may be posted on an  
42            open basis.

- 1                   **b.** As to vacancies posted on an open basis, the  
2 most senior employee applying for the position from a  
3 different division, but in the same  
4 department (subject matter, e.g. Culinary Arts, High  
5 School Contract and Consumer and Hospitality Divi-  
6 sion) shall receive the position.
- 7                   **c.** As to vacancies outside an employees depart-  
8 ment posted on an open basis (as per [E.-1.-a.]  
9 above), where qualifications are substantially  
10 equal, the most senior employee applying for the  
11 transfer will receive the position.
- 12                   **d.** The Board shall not be obligated to consider for  
13 transfer (pursuant to [A.] or [B.]) a LTE with less than  
14 three continuous years of experience at MATC.
- 15           **2.** If an employee does not receive the position request-  
16 ed, he/she shall be notified, in writing, of the reasons and  
17 who has been selected.
- 18   **F.** In regard to applications to fill vacancies:  
19           **1.** Each qualified applicant shall be accorded a personal  
20 interview with the recommending agent.  
21           **2.** After the selection has been made, applicants shall be  
22 advised in writing as to who has been selected.
- 23   **G.** Upon request, the Union shall be advised of the names of  
24 bargaining unit employees who applied for the vacancy in [E.] or  
25 [F.] above, and were senior to the person selected.
- 26   **Section 16 — Employee Offices**
- 27   **A.** The administration shall assign desk space and reasonable  
28 locker space or other facilities for personal belongings convenient  
29 to the work area to each employee as soon as possible after  
30 appointment.
- 31   **B.** For the safety and convenience of the employees an inter-  
32 com phone shall be provided in each office complex. Further, an  
33 intercom phone shall be reasonably available to all classrooms,  
34 laboratories, and shops where student discipline, or safety of the  
35 students and employees are factors.
- 36   **C.** Clerical support will be provided for faculty to type tests, syl-  
37 labi, school business letters, and prepare copies. Faculty must  
38 present material in a timely fashion prior to the date of necessary  
39 completion. The District will decide the form of faculty clerical  
40 support and the method of utilization.

1     **Section 17 — Lunch Period**

2     **A.** All full-time employees may schedule a daily duty-free lunch  
3     break.

4     Exceptions are:

- 5         1. Occasional luncheon meetings of advisory committees  
6         or meetings with employers.
- 7         2. Thirty (30) minute duty-free lunch breaks may be  
8         scheduled by the supervisor where it meets the needs of a  
9         special program or outside agency.

10    **Section 18 — New Employee Orientation**

11    **A.** An orientation program for new employees shall be main-  
12    tained by the administration to familiarize them with their duties  
13    and responsibilities and to acquaint them with school regulations,  
14    buildings, equipment, and services.

15    **B.** New employees, during their first semester, shall be provid-  
16    ed the equivalent of one (1) day of orientation.

17    **C.** The orientation program for new employees shall include  
18    time for a representative of the Union.

19    **Section 19 — School Calendars\*\***

20         The teachers' school calendars are found in Appendix A. A  
21    school year will contain 175 school days, which shall include 162  
22    student contact days, seven (7) paid holidays, and six (6) in-serv-  
23    ice days. The six (6) non-contact days are required attendance  
24    days regardless of whether they are normally scheduled "on-  
25    campus" days or not.

26    **Section 20 — Substitute Teaching**

27    **A.** Substitution shall be defined as the act of taking over the  
28    duties or responsibilities of another teacher.

29    **B.** Teachers on professional assignment may be used as sub-  
30    stitutes and shall receive compensation for same at the rate  
31    agreed upon herein.

32    **C.** Teachers on special assignment may be required to substi-  
33    tute in lieu of fulfilling the special assignment. In such cases, no  
34    extra compensation shall be given; however, one (1) hour of sub-  
35    stitution shall be equivalent to and deducted from the special  
36    assignment load in accordance with the class load percentage  
37    assigned to the class being taught.

38    **D.** A teacher shall not be asked to "look in on" or otherwise  
39    supervise a class in another room, shop, or lab when he/she is

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\*\* See Appendix G.

1 already teaching in his/her own assigned room, except in a temporary emergency.

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3 **E.** Stacking or “absorbing” of one (1) class into another shall  
4 not be done except in extreme cases of emergency when no  
5 other solution is possible and shall be subject to the following:

6 1. When stacking is done, every effort must be made to  
7 match the type of students and classes as well as the level  
8 of the classes.

9 2. Stacking of classes is substitution and shall be compensated for at the rate agreed upon herein if the stacking of classes results in more than 18 students in the stacked class.

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12 3. Scheduling more than one (1) class in the same room at the same hour is not considered stacking when this is normally done on the basis of individual instruction.

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16 **F.** Substitution: full-time or part-time instructors shall have the option to use professional discretion in consultation with their supervisor, or designee, to make alternative arrangements, (i.e., cancel class, release for independent study, or request a specific full or part-time Local 212 unit member for purposes of continuity of instruction), for conducting their class in their absence. Otherwise, substitute assignments shall be offered first to currently employed certified full-time or part-time Local 212 members, then to certified part-time faculty members who submitted a Letter of Availability by the due date and received no teaching assignment, then to certified personnel as stated in each division’s substitution policy.

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28 If the substitute teaching opening is 50% or more of a full-time teaching load, the District shall follow the procedures set forth in Article III, Section 11g of the Part-time Faculty Agreement.

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Once a faculty member begins a long term substitute assignment that is approved by his/her supervisor he/she will be removed from the assignment upon the return of the originally assigned teacher at the discretion of the teacher originally assigned to the course in consultation with the supervisor.

**G.** Substitution shall be compensated for as follows:

1. Substitute Pay During Preparation Time:

a. 1-7 days per school year on a cumulative basis — \$16.09 per class period for school year 2006-07, \$16.61 per class period for school year 2007-08 and, \$17.15 per class period for school year 2008-09.

b. Over 7 days per school year on a cumulative

1 basis — \$22.09 per class period for school year 2006-  
2 07; \$22.81 per class period for school year 2007-08,  
3 and, \$23.55 per class period for school year 2008-09.

4 c. In subsequent years the substitution compensa-  
5 tion will be increased on a schedule and amount  
6 according to the annual or semester increases agreed  
7 to for Class and Step.

8 **2. Outside Regular Work Week:**

9 Substitution outside a teacher's regular work week schedule  
10 will be paid at call staff rates unless compensatory time-off  
11 arrangements within the current semester are agreed upon  
12 by the teacher and supervisor.

13 3. When a teacher is assigned to take over a scheduled  
14 class for more than two weeks, the teacher shall be paid at  
15 class and step for all periods from the beginning of the  
16 assignment, provided that the rate paid for such assignment  
17 shall not exceed the class and step rate.

18 **H.** Assignment to substitute teaching shall be considered a  
19 professional responsibility and will be accepted by the teacher  
20 unless it interferes with his/her regular class responsibility.

21 **Section 21 — Seniority\*\***

22 **A.** Seniority at MATC shall be determined from the date of  
23 entry into the Local 212 bargaining unit, unless otherwise agreed  
24 upon due to circumstances such as the inclusion of non-repre-  
25 sented positions into the bargaining unit by date of appointment.  
26 For employees hired on or after July 1, 1998: Whenever two or  
27 more persons are appointed on the same date, the last four dig-  
28 its of each person's social security number, (rank order, highest  
29 to lowest) will be used to determine order of seniority. If a tie still  
30 exists, the employee with the earliest birth date (month and day)  
31 will be deemed most senior.

32 **B.** Bargaining Unit Re-entry — If a bargaining unit member  
33 should leave the bargaining unit to take a non-bargaining unit  
34 position at MATC and later return to the bargaining unit, his/her  
35 seniority date shall be adjusted to reflect only the time spent as a  
36 member in the bargaining unit. Such person must wait 18 months  
37 to regain their previous bargaining unit seniority, unless the non-  
38 bargaining unit assignment was less than six (6) months in dura-  
39 tion. Upon return to the bargaining unit from an assignment of

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\*\* See Appendix G.

1 less than six months duration, the person shall regain seniority for  
2 time worked in bargaining unit positions.

3 All seniority rights shall terminate after an employee has  
4 been out of the bargaining unit for a period equal to the employ-  
5 ee's total seniority, but not less than 24 months nor more than 60  
6 months.

7 **C.** Separate seniority lists for full-time and part-time teachers,  
8 and non-teaching employees, showing district seniority, shall be  
9 provided the Union by Human Resources no later than Septem-  
10 ber 15 of each year.

11 **D.** Full-time Professionals Access to Part-time Assignments:

12 1. A full-time professional who has more full-time senior-  
13 ity than a part-time professional has part-time seniority, as  
14 defined below, shall have priority to an assignment. Con-  
15 versely a part-time professional who has more part-time  
16 seniority than a full-time professional has full-time seniority,  
17 as defined below, shall have priority to an assignment.

18 a. Full-time professional hired prior to January 5,  
19 1993 will have their seniority date for part-time assign-  
20 ments considered as their actual seniority date as full-  
21 time professionals.

22 b. All full-time professionals hired between January  
23 5, 1993 and June 30, 1998 will have their seniority  
24 date for part-time assignments set to July 1, 1998. The  
25 tiebreaker for this group will be the teacher's actual  
26 full-time seniority date.

27 c. All full-time professional hired after July 1, 1998  
28 will have their seniority date for part-time assignments  
29 set to their actual full-time seniority date.

30 2. Full-time instructors who retire from MATC shall be  
31 allowed to teach part-time based on full-time seniority  
32 accrued since July 1, 1998. This seniority will accrue to  
33 seniority earned under the part-time contract since their  
34 retirement.

35 3. A letter of availability shall be provided by the District  
36 to all full-time professionals in order to determine whether  
37 they want to teach over their full-time load for the following  
38 year.

39 **E.** For transfer and layoff purposes, seniority is presently deter-  
40 mined upon the basis of separate departments within separate  
41 student divisions.

1 F. The recognized instructional divisions are Business, Graph-  
2 ic Arts and Information Technology; Pre-College Education;  
3 Health Occupations; Liberal Arts and Sciences; Technology and  
4 Applied Sciences; and Television and Video Production.

5 **Section 22 — Educational/Program Changes and**  
6 **Innovations**

7 A. Suggested changes or innovations for more effective class-  
8 room instruction/program may be proposed by the employees to  
9 their immediate supervisor with copies to the Provost.

10 B. Major educational/program changes or innovations shall be  
11 discussed by the appropriate supervisors, department, and  
12 employees before implementation.

13 C. When major educational/program changes or innovations  
14 are to be introduced, plans for accomplishing the change shall be  
15 developed by the appropriate supervisors and employees, taking  
16 into consideration such elements as staff, facilities, equipment,  
17 supplies, services, etc.

18 D. The parties anticipate that experimental and innovative pro-  
19 grams will require deviations from certain provisions of the cur-  
20 rent Agreement. In the event that such programs are  
21 contemplated, the parties shall negotiate in good faith to deter-  
22 mine appropriate exceptions to this Agreement.

23 E. All administrative proposals and recommendations to  
24 reduce or eliminate programs and services involving Bargaining  
25 Unit members shall be discussed with the employees affected as  
26 soon as the Executive Vice President believes he/she will pursue  
27 the validation of such proposals and recommendations. Union  
28 representatives will be advised at the same time of such discus-  
29 sions and given the same data.

30 F. The Board and Union recognize Educational Research and  
31 Dissemination (ER&D), a program directed by Local 212 for fac-  
32 ulty and staff, as an important educational tool. As such, the  
33 Board and Union commit to continue to fund the ER&D program  
34 at MATC. MATC will establish its separate cost center number for  
35 purposes of funding.

36 **Section 23 — Temporary Parking**

37 Employees who are required by MATC to travel from the Mil-  
38 waukee Campus during the work day and who must load or  
39 unload materials or equipment which can't conveniently be car-  
40 ried to or from their regular parking places, will be given, upon  
41 request, temporary parking permits to park in designated loca-

1 tions solely for the amount of time needed for such loading or  
2 unloading.

3 **Section 24 — Employee Retraining Fund**

4 **A.** A tenured teacher, or other employee (including Parapro-  
5 fessionals) who has completed three (3) years of satisfactory  
6 service, who is on layoff shall be eligible for reimbursement to  
7 cover tuition and course fees imposed on the employee for  
8 course work at an accredited educational institution<sup>(3)</sup> or other  
9 technical and industrial training as approved by the Provost sub-  
10 ject to the following limitations:

- 11 1. Eligibility shall be based on successful completion of  
12 course work.
- 13 2. Courses must be completed and course credits  
14 obtained within two years from date of layoff.
- 15 3. A maximum of \$2,500/person shall be allotted over the  
16 two-year period.
- 17 4. The District shall provide a maximum of \$30,000/year  
18 to be used for such reimbursement. At the end of the con-  
19 tractual year, monies will be distributed in equal allotments  
20 until the \$30,000 is exhausted.

21 **B.** In order to receive reimbursement, the employee must sub-  
22 mit a paid receipt to the Office of Human Resources on or before  
23 August 30 of the contractual year. Payment will be made as soon  
24 as possible but no later than 60 days from date of submission of  
25 official transcripts.

26 **Section 25 — Instructional Chairs**

27 **A.** No Local 212-AFT bargaining unit member will be required  
28 to perform any of the following responsibilities:

- 29 1. Disapprove time reports of any Local 212-AFT bar-  
30 gaining unit member.
- 31 2. Disapprove a leave of absence for any Local 212-AFT  
32 bargaining unit member that is specified in Article III of the  
33 collective bargaining agreement.
- 34 3. Disapprove a Local 212-AFT bargaining unit member's  
35 use of compensatory time.
- 36 4. Hire, discharge, suspend, or recall adjunct staff nor be  
37 involved in solely recommending any such action.

38 **B.** Only full-time faculty shall assume the position of Instruc-  
39 tional Chair. An Instructional Chair shall have an instructional

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(3) Accredited educational institution will be determined by using the same criteria as used in salary schedule reclassification.

1 assignment of at least 40% per semester unless the parties mutu-  
2 ally agree otherwise.

3 **C.** An Instructional Chair shall be elected by the department  
4 faculty. The departmental election process may vary by each  
5 department. Secret ballot elections shall be counted by a repre-  
6 sentative of the union. The administration will have the right to  
7 reject any elected Instructional Chair. If the elected chair is reject-  
8 ed the administration will provide a written explanation. In such  
9 case, department faculty will rerun the election or opt for the  
10 Department Dean's appointment of an Instructional Chair.

11 An Instructional Chair will serve a two year term and may  
12 serve consecutive terms.

## 13 **ARTICLE V — Grievance Procedure**

### 14 **Section 1 — Definitions**

15 **A.** A grievance shall be any matter which involves a violation of  
16 one or more specific provisions of this Agreement.

17 **B.** A complaint is a personal dissatisfaction of an employee  
18 with any aspect of his/her employment which does not involve a  
19 grievance as defined above.

### 20 **Section 2 — Rights**

21 **A.** A grievance may be filed at the step commensurate with the  
22 level of authority responsible for the act which is being grieved.

23 **B.** Either the Union or the employer shall have the right to be  
24 represented by counsel or such additional persons as are  
25 deemed necessary at any step of this procedure.

26 **C.** The Union shall have the right to be present at any step of  
27 this procedure when an employee chooses to process a grievance  
28 on his/her own behalf. The Union shall receive prior notice  
29 of all such hearings.

### 30 **Section 3 — Limitations**

31 **A.** The grievance or complaint procedure provided in this  
32 Agreement shall not prohibit the parties from using any proce-  
33 dures or remedies afforded by law.

34 **B.** If the grievance is not processed within thirty (30) work days  
35 from the date that the employee knew or should have known of  
36 the existence of the grievance, it shall be considered closed.

37 **C.** Any time limit in the procedure may be extended by mutual  
38 consent in writing. If the grievance is not pressed by the Union or  
39 the employee within the prescribed time limits it shall be consid-  
40 ered closed.

41 **D.** No decision or adjustment of a grievance shall be contrary  
42

1 to this Agreement.

2 E. Failure of the employer to communicate the decision on a  
3 grievance at any step of the procedure within the specified time  
4 limit shall permit the Union to submit an appeal at the next step  
5 of the procedure.

6 F. Whenever it is necessary to hold hearings on a grievance  
7 during the work day, the employees, limited to three (3), whose  
8 presence is deemed necessary by the Union to properly process  
9 the grievance shall be allowed time without loss of salary. Addi-  
10 tional employees required in these hearings may be permitted by  
11 mutual agreement.

12 G. The final step for resolving a complaint will be Step 3 as out-  
13 lined in Sec. 4 below (an appeal before an academic vice presi-  
14 dent level administrator designated by the President (Provost,  
15 Regional or Student Services VP) whose decision shall be final).

16 **Section 4 — Steps**

17 **A. Step 1. (Verbal)**

18 Employees may discuss their grievances with their immedi-  
19 ate supervisor directly and individually or accompanied by their  
20 Union representative.

21 1. The immediate supervisor shall inform the employee  
22 and the Union of his/her decision within three (3) work days  
23 after such discussion.

24 2. An employee may waive this step if the issue does not  
25 directly involve the immediate supervisor and proceed to  
26 Step 2 in the procedure if he/she so desires.

27 **B. Step 2. (Written)**

28 If the grievance is not resolved satisfactorily, the employee  
29 or the Union may submit the grievance, in writing, to the employ-  
30 ee's immediate supervisor and/or Dean within seven (7) work  
31 days after receipt of the verbal decision. Issues not directly  
32 involving the immediate supervisor shall be submitted to the  
33 Associate Vice President of Human Resources.

34 1. The immediate supervisor and/or Dean shall hear the  
35 grievance with the employee and his/her Union representa-  
36 tive or the Union within five (5) work days after the receipt of  
37 the grievance in writing.

38 2. Within five (5) work days after the hearing, the imme-  
39 diate supervisor and/or Dean shall inform the employee and  
40 Union, in writing, of his/her decision.

41 **C. Step 3. (Appeal)**

42 If the grievance is not resolved satisfactorily, the employee

1 or the Union may appeal within ten (10) work days to an aca-  
2 demic vice president level administrator (hereinafter "Hearing  
3 Officer") designated by the President (Provost, Regional Vice  
4 President or Vice President Student Services).

5 1. Within ten (10) work days after the receipt of the  
6 appeal the Hearing Officer shall hold a hearing on the  
7 grievance.

8 2. The employee and the Union shall be given notice at  
9 least two (2) work days prior to the hearing.

10 3. Within five (5) work days after the hearing, the Hearing  
11 Officer shall inform the employee and the Union in writing of  
12 his/her decision.

13 **D. Step 4. (Arbitration)**

14 If the grievance is not resolved satisfactorily, the Union may  
15 appeal within fifty (50) work days for arbitration. Failure to make  
16 a written request to the WERC for a list of arbitrators within such  
17 fifty (50) work days shall mean that the grievance is closed. If a  
18 request for a list of arbitrators is timely made, but the requesting  
19 party does not proceed within twenty-five (25) work days after  
20 receipt of the list to select an arbitrator and schedule a hearing,  
21 the grievance shall be closed unless such failure is caused by the  
22 other party or the proposed arbitrator. The provisions covering  
23 arbitration are as follows:

24 1. In the selection of an arbitrator, the Employer and  
25 Union shall meet in an effort to reach mutual agreement. If  
26 no agreement is reached within two (2) weeks after the ini-  
27 tial request for arbitration, then the arbitrator shall be select-  
28 ed as follows:

29 a. The Employer and Union shall request a list of  
30 five (5) private arbitrators from the WERC. Either the  
31 employer or the Union may reject the entire list and  
32 ask for a second (2nd) list to be furnished.

33 b. However, neither the employer nor the Union  
34 may reject more than one (1) list. When a list is agreed  
35 upon, the employer and the Union shall then alternate-  
36 ly strike names from the list, commencing with the  
37 party which loses a coin toss. The last person remain-  
38 ing upon such list shall be the arbitrator.

39 2. Each grievance shall be submitted to a separate  
40 arbitrator.

41 3. The decision and award of the arbitrator shall be in  
42 writing and shall set forth his/her opinions and conclusions

1 on the issues submitted to him/her.

2 4. The decision and award of the arbitrator, if made in  
3 accordance with his/her jurisdiction and authority under this  
4 Agreement, will be accepted as final by the parties to the  
5 dispute and both parties will abide by it.

6 5. The sole function of the arbitrator shall be to determine  
7 whether there has been a violation of an express provision  
8 of this Agreement but shall have no power to add to, sub-  
9 tract from, modify, or amend this Agreement.

10 6. The cost of arbitration shall be shared equally by the  
11 Board and Union. Any additional costs for witnesses, tran-  
12 scripts, or counsel shall be borne by the requesting party.

## 13 14 **ARTICLE VI — Salaries and Professional Growth**

### 15 **Section 1 — Salary Schedule**

16 **A.** The salary schedules for teachers for the period of  
17 August 21, 2006, through August 23, 2008, are indicated in  
18 Appendix B-1 through Appendix B-3.

19 **B.** The salary schedules for Non-teaching Professionals for the  
20 period of July 1, 2006, though June 30, 2009, is indicated in  
21 Appendix B-4 through Appendix B-6.

22 **C.** A teacher in steps 0-13 who has fulfilled cyclical require-  
23 ments for certification purposes and taught the previous full  
24 semester shall advance one step on the salary schedule at the  
25 beginning of each school year.

26 **D.** Maintenance of Certification - An employee who, absent jus-  
27 tifiable extenuating circumstances, fails to maintain necessary  
28 WTCS certification(s) and has his/her certification expire, will be  
29 subject to layoff.

30 1. Employees with pending deficiencies will be notified of  
31 the deficiencies one year in advance of when the deficien-  
32 cies will occur.

33 2. The associate dean/supervisor shall meet with each  
34 teacher/counselor in the last year of their certification cycle,  
35 twelve months and six months prior to their certification  
36 expiration date, to facilitate completion of certification  
37 requirements.

38 3. Employees that rectify deficiencies after being laid-off  
39 will be recalled, based upon seniority, in the subsequent  
40 semester.

### 41 **Section 2 — Salary Determination**

42 The rules for the determination of classification and step for

1 teachers are attached as Appendices C and D.

2 **Section 3 — Certification and Professional Growth**

3 Requirements for original and continued certification are  
4 established by the Wisconsin Technical College System for  
5 employees.

6 **Section 4 — Salary Reclassification**

7 **A.** Programs of study or courses which have not received prior  
8 approval by the Dean or Regional Administrator shall be credited  
9 for salary reclassification only if approved at the discretion of the  
10 Provost. To avoid misunderstanding, teachers are encouraged to  
11 obtain advance approval.

12 **B.** Salary reclassification, following the completion of require-  
13 ments for the new class, shall be effective only if requested by an  
14 application and supported by appropriate documentation. If the  
15 application for reclassification is received by the fifth (5th) day of  
16 the term (each semester) and documentation is furnished as  
17 soon as it is available, the reclassification shall be effective at the  
18 beginning of that term. If the application is submitted after the fifth  
19 (5th) day of the term, the reclassification shall be effective at the  
20 beginning of the following term.

21 **Section 5 — Non-Workload Class Rates**

22 Employees assigned to day, evening, and/or weekend  
23 courses not included in the employees' regular workload, except  
24 as otherwise provided in Article IV, Sec. 9, [B.-1.] and [B.-5.], and  
25 Article IV, Sec. 6, shall be compensated at the part-time faculty  
26 pay rate with benefits as defined in the Part-time Faculty contract.

27 **Section 6 — Direct Deposit**

28 The Board agrees to offer direct deposit of payroll checks on  
29 a voluntary basis to all employees at the time of the approval of  
30 this agreement.

31  
32 **ARTICLE VII — Insurance**

33 **Section 1 — Health**

34 **A.** Through October 31, 2007, the Board agrees to provide and  
35 pay the full hospital, medical-surgical, and major medical insur-  
36 ance premiums for all eligible employees and their eligible  
37 dependents; thereafter, the Board agrees to pay its share of the  
38 premium which shall be the difference between the cost of the  
39 plan and the employee premium contribution described herein.  
40 Effective November 1, 2007, employees will pay a contribution of  
41 \$27.50 per month for single coverage or \$55.00 per month for  
42 family coverage under the PPO Plan ("High Level" PPO Plan

1 effective January 1, 2008). Effective November 1, 2007, employ-  
2 ees will pay a contribution of \$32.50 per month for single cover-  
3 age or \$65.00 per month for family coverage under the HMO  
4 Plan. All employees with coverage shall pay their share of the  
5 insurance premium through pre-tax payroll deductions in accord-  
6 dance with IRS regulations, unless they notify the District in writ-  
7 ing to the contrary. Additionally, the plan design changes outlined  
8 in Appendix M will become effective January 1, 2008. Effective  
9 January 1, 2008, employees with coverage under the "Low Level"  
10 PPO shall not have employee contributions as set forth above.  
11 The following is a brief outline of the major provisions:

12 [See attached chart and the current plan design in Appendix  
13 M and the Summary Plan Description effective January 1, 2008.]

14 **B.** The Board shall continue to pay its share of the health insur-  
15 ance premiums, as described in Article VII, Section 1 (A) above,  
16 while an employee is on any paid leave. After an employee's paid  
17 leave has been exhausted, the Board shall continue to pay its  
18 share of the premium payments for a period of up to but not  
19 exceeding six (6) months. During such periods, the employee  
20 must pay the employee contribution described in Section 1 (A).  
21 Such employees may purchase an additional twenty-four (24)  
22 months of coverage at group rates.

23 **C.** Health insurance shall be continued through the summer  
24 recess for those teachers employed for the previous semester.  
25 Effective January 1, 2008, all members will pay their annual pre-  
26 mium contribution as set forth in Article VII, Section 1 (A) through  
27 a pre-tax payroll deduction divided equally among twenty (20)  
28 payroll periods throughout a calendar year.

29 **D.** The Board shall provide and pay its share of the health  
30 insurance premium, as described in Article VII, Section 1 (A)  
31 above for a period of two (2) years for the spouse (and depend-  
32 ents) of employees who die while in employment of the school  
33 and who had at least ten (10) years of cumulative service. The  
34 surviving spouse (and dependents) must pay the employee con-  
35 tribution described in Article VII, Section 1 (A) for said two (2)  
36 year period. After the two (2) year period, the spouse may elect  
37 to continue coverage at group rates. This paragraph shall not  
38 apply if the surviving spouse has health insurance coverage out-  
39 side of MATC.

40 **E.** Optional coverage offered by a health maintenance organi-  
41 zation (HMO) shall be made available to all employees.

42 **F.** If an employee is laid off, health insurance coverage will be

1 continued for an additional thirty (30) days under the terms of  
2 Section 1 (A) above. Such employees may purchase an addition-  
3 al twelve (12) months of coverage, by paying the employee con-  
4 tribution as described in Section 1 (A) above unless the employee  
5 is eligible for coverage as a result of employment with another  
6 employer.

7 **G.** Local 212 agrees to the following health plan changes effective  
8 January 1, 2008:

9 \* A Patient Advocate/Community Health Coordinator program for  
10 active employees and employees retiring on or after January 1,  
11 2008 included in the "High-Level" PPO health plan. No loss of  
12 benefits or increased costs in plan design for services to employ-  
13 ees will result solely from the implementation of the Patient Advo-  
14 cate/Community Health Coordinator program.

15 **H.** The Board shall provide and pay its share of the health  
16 insurance premium as defined in Article VII, Sections I and J  
17 herein (including eligible dependent coverage, unless expressly  
18 excluded herein) through the end of the month in which the  
19 retiree reaches age sixty-five (65) for all eligible employees who  
20 retire:

21 1. between the ages of fifty-five (55) and fifty-nine (59),  
22 inclusive with at least fifteen (15) years of cumulative  
23 service; or,

24 2. between the ages of sixty (60) and sixty-four (64),  
25 inclusive, with at least ten (10) years of cumulative service.

26 **I.** Employees who meet the above criteria and retire on or  
27 before December 31, 2007, and provide Human Resources writ-  
28 ten notice of their retirement by October 15, 2007, will not be sub-  
29 ject to premium contributions until they reach age sixty-five (65),  
30 nor shall such employees be subject to the plan design changes  
31 as described in Appendix M. Employees who meet the above cri-  
32 teria who retire on or before June 30, 2008, and provide Human  
33 Resources written notice of their retirement by January 1, 2008,  
34 will be subject to plan design changes as set forth in Appendix M,  
35 but will not be subject to premium contributions until they reach  
36 age sixty-five (65).

37 **J.** The Board shall provide and pay its share of the health  
38 insurance premium (including dependent coverage) as described  
39 in Article VII, Section 1 (A) through the end of the month in which

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\* Discontinuance of the Humana Advantage HMO plan.

1 retiree reaches age sixty-five (65) for all employees who retire on  
2 or after July 1, 2008, and who meet the requirements described  
3 in Section H (1) or (2) described above. Said retirees shall pay  
4 the health insurance contributions as described in Article VII,  
5 Section 1 (A) until they reach age sixty-five (65). Such employees  
6 will be subject to the plan design changes outlined in Appendix M.  
7 **K.** Employees who retire prior to age 65 shall pay the same  
8 contribution for health insurance that was in effect at their retire-  
9 ment until they reach age 65.

10 **L.** Eligible employees who retire as outlined in subparagraphs  
11 [H.-1.] or [H.-2.] above and who would have had fifteen (15) years  
12 of cumulative service at age sixty-five (65) if they had not retired  
13 earlier, shall be eligible for health insurance benefits at age 65 to  
14 the same extent as employees who retire at age 65 as specified  
15 in the next sentence. For all eligible employees with at least fif-  
16 teen (15) years of cumulative service who retire at age sixty-five  
17 (65) and desire to continue the health insurance program in effect  
18 for active employees less that portion covered by Medicare, the  
19 Board shall pay one-half the monthly premium and the retiree  
20 shall pay one-half the monthly premium. The Board will review  
21 the possibility of additional MATC health plan offerings for  
22 Medicare eligible retirees.

23 **M.** For purposes of this section, cumulative is understood to  
24 mean that a break in service does not disqualify an employee for  
25 eligibility if the break in service is for reason of layoff. Leaves of  
26 absence are not considered a break in service. Non-paid leave  
27 time and layoff shall not be counted toward cumulative service.

28 **N.** In the event of any national health insurance program, no  
29 benefits provided hereunder shall be reduced or eliminated, pro-  
30 vided, however, that any benefit or coverage provided by the  
31 legally required program need not be duplicated under the pro-  
32 gram provided by the Board.

33 **O.** Effective January 1, 2008, MATC agrees to offer family  
34 health insurance coverage for same sex domestic partners for eli-  
35 gible employees (children of domestic partner excluded) in accord-  
36 dance with the provisions of Article VII, Section 1 (above) and  
37 subject to the coverage guidelines for domestic partner benefits.

38 Employees retiring on or after July 1, 2006, shall be eligible  
39 for same sex domestic partner retiree health insurance (children  
40 of domestic partner excluded) in accordance with the provisions  
41 outlined in Article VII, Section 1 (above) and subject to the cover-  
42 age guidelines for domestic partner benefits, effective with the

1 January 1, 2008, open enrollment period. Coverage for those eli-  
2 gible retirees is not retroactive. Employees retiring prior to July 1,  
3 2006, are not eligible for this benefit.

4 **Section 2 — Dental**

5 **A.** The Board agrees to provide dental insurance for all eligible  
6 employees and their eligible dependents. The Board further  
7 agrees to pay the full dental insurance premium for employees  
8 with single dental coverage; employees with family dental cover-  
9 age will pay 25% of the family dental premium (but not more than  
10 \$6.00 per month), with the Board to pay the balance.

11 **B.** Participation in the dental plan shall be voluntary. However,  
12 employees will only be permitted to opt out and rejoin any MATC  
13 dental plan once, unless affected by a qualifying event as defined  
14 in Article VII, Section 4 or by law. Employees with dependent cov-  
15 erage shall pay their share of the insurance premium through pre-  
16 tax payroll deductions, unless they notify the District in writing to  
17 the contrary.

18 **C.** Employees enrolled in the Care Plus option as of the date of  
19 ratification of this Agreement will be allowed to remain and par-  
20 ticipate in the plan. No new members will be added.

21 **D.** The Board shall continue to pay its share of the dental insur-  
22 ance premiums while an employee is on paid leave of any kind.  
23 After an employee's paid leave has been exhausted, the Board  
24 shall continue its share of premium payments for a period of up  
25 to but not exceeding six months. During such periods, the  
26 employees with family dental coverage must pay the employee  
27 contribution described in Section 2 (A). Such employees may pur-  
28 chase an additional twenty-four (24) months of coverage at group  
29 rates.

30 **E.** Dental insurance shall be continued through the summer  
31 recess for those members employed for the previous semester.  
32 All members with family dental coverage will pay the monthly  
33 contribution described in Article VII, Section 2 (A) above on a pro-  
34 rata basis over the ten (10) month academic year. Such members  
35 shall make their contribution on a pre-tax basis, unless they noti-  
36 fy the District in writing to the contrary.

37 **F.** If an employee is laid off, dental insurance coverage will be  
38 continued for an additional thirty (30) days. Such employees may  
39 purchase an additional sixty (60) days of coverage at group rates.

40 **G.** Effective January 1, 2008, MATC agrees to offer dental  
41 insurance coverage for same sex domestic partners for eligible  
42 employees (children of domestic partner excluded) in accordance

1 with the provisions of Article VII, Section 2 and the coverage  
2 guidelines for domestic partner benefits.

3 **H.** The Board reserves the right to select the insurance carrier.  
4 The following is a summary of benefits provided under the indemnity  
5 plan, effective January 1, 2008:

6  
7 **SCHEDULE OF TRADITIONAL (Non-DMO) DENTAL BENEFITS**

8	Maximum per participant per calendar year	\$2,500.00
9	Deductible per participant per calendar year	\$25.00
10	Maximum family deductible per calendar year	\$75.00
11	Diagnostic*	100%
12	Diagnostic X-rays	
13	Oral examinations	
14	Preventive*	100%
15	Ancillary	100%
16	Anesthesia and injections	
17	Emergency palliative treatment and denture 18 repairs/adjustments	
19	Restorations	
20	Regular (Direct Fillings)	100%
21	Precious Metal (Indirect Fillings)	50%
22	Oral Surgery	80%
23	Endodontics	80%
24	Periodontics	80%
25	Prosthodontics	50%
26	Orthodontics (separate maximum)*	50%
27	Lifetime maximum per participant	\$1,500.00
28	Dependents covered to age 19	
29	Dependents Covered	Same as for current
30	Employee Health Insurance Plan	
31	Eligibility for Coverage	Same as for current
32	Employee Health Insurance Plan	

33  
34 **I.** Retirees who retire(d) on or after July 1, 2006, and have  
35 elected COBRA coverage as of their date of retirement shall be  
36 allowed to enroll in dental insurance coverage at group rates for  
37 eighteen (18) months after their COBRA eligibility expires. The  
38 Union shall not seek any dental premium contribution from the  
39 District in any future contracts.

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\*Not subject to deductible

1     **Section 3 — Vision**

2     Effective January 1, 2008, employees and their eligible depend-  
3     ents covered by a health insurance plan under this contract, shall  
4     be eligible for one vision exam per plan year, and a total  
5     allowance of up to \$125.00 per plan year for hardware (frames  
6     and lenses, including contact lenses).

7     **Section 4 — Health Insurance Opt-Out**

8     Effective January 1, 2008 all full-time employees covered  
9     by this agreement and eligible for either family or single health  
10    insurance coverage offered by the college may choose between  
11    participation in the health insurance plan or receiving a cash pay-  
12    ment of \$525.00 per year, less applicable taxes, under the terms  
13    described below.

14    For an employee to be eligible for cash payment as  
15    described herein, the employee and/or all of his/her dependents  
16    must be covered by a group health plan (other than any other  
17    government subsidized program) outside of the college. Proof of  
18    coverage under the other plan must be provided by the employ-  
19    ee before this option can be chosen.

20    Eligible employees who elect the cash payment option can  
21    make and change this election only during an open enrollment  
22    period or within 30 days of a qualifying involuntary event. A qual-  
23    ifying involuntary event is limited to one of the following:

- 24    **a)** The employee loses eligibility for coverage under the  
25    outside health plan for a reason other than failure to pay the  
26    required premiums.  
27    **b)** The employee's dependent children lose eligibility for  
28    coverage under the outside plan for a reason other than fail-  
29    ure to pay the required premiums. (If a dependent child is  
30    over the age limit of the College health insurance plan, then  
31    he/she will not be able to obtain coverage under the College  
32    health insurance plan.)

33  
34    It is the employee's responsibility to notify the College with-  
35    in the necessary timeframe should coverage elsewhere be  
36    cancelled.

37    If a husband and wife are both employed by the College,  
38    neither of them is eligible for the cash payment described herein.

39    Eligible employees who waive College health insurance and  
40    elect a cash payment shall be paid on a pro-rata monthly basis,  
41    less applicable taxes, over the 10-month academic year provided  
42    the employee is eligible for insurance from the College. Further,

1 all such payments shall cease at such time the employment rela-  
2 tionship is severed for any reason, or if the employee begins cov-  
3 erage under the college's health insurance plan pursuant to one  
4 of the involuntary qualifying events as set forth above.

5 **Section 5 — Life**

6 **A.** The Board agrees to provide and pay the full group life  
7 insurance premium for all eligible employees as currently provid-  
8 ed. The following is a brief outline of the major provisions:

- 9 1. Amount — Equal to total annual earnings to next  
10 higher thousand for the previous calendar year.
- 11 2. Accidental Death — Principal sum doubled.
- 12 3. Dismemberment — According to the schedule.

13 **B.** The Board shall continue to pay life insurance premiums  
14 while an employee is on accumulated sick leave or paid medical  
15 leave. After an employee's accumulated sick leave has been  
16 exhausted, the Board shall continue premium payments for a  
17 period of up to but not exceeding six (6) months. Such employee  
18 may purchase an additional twenty-four (24) months of coverage  
19 at group rates. The Company grants a waiver of premium in  
20 cases of long-term total disability.

21 **C.** Life insurance shall be continued through the summer  
22 recess for those teachers employed for the previous semester.

23 **D.** If an employee is laid off life insurance coverage will be con-  
24 tinued for an additional thirty (30) days. Such employees may  
25 purchase at group rates an additional twelve (12) months of cov-  
26 erage, or until the employee is eligible for coverage as a result of  
27 employment with another employer; whichever is shorter.

28 **E.** The Board shall provide and pay the full life insurance pre-  
29 mium for employees with fifteen (15) or more years of cumulative  
30 service who retire after age 55. The amount of insurance in effect  
31 will be in accordance with the District's group life insurance  
32 schedule.

33 **F.** The current insurance coverage will not be changed by the  
34 Board without Agreement from the Union.

35 **Section 6 — Long-Term Disability**

36 **A.** The Board agrees to provide long-term disability benefits to  
37 all eligible employees, with these major provisions:

- 38 1. 120-day waiting period.
- 39 2. 90% of the employee's previous W2 statement or cur-  
40 rent contract (Class and Step) salary, whichever is greater.
- 41 3. The benefits otherwise payable under subparagraph  
42 (b) shall be reduced by payments from Worker's Compen-

1 sation, primary social security, disability retirement, and any  
2 other salary continuance plan paid entirely or partially by the  
3 Board.

4 **4.** Benefits payable to age 65.

5 **5.** This plan may be insured with a commercial carrier or  
6 be self-insured by the Board, but in either case the plan may  
7 contain such other terms, conditions, and requirements as  
8 are customary in comparable commercial insurance plans.

9 **6.** The current insurance coverage will not be changed by  
10 the Board without agreement from the Union.

11 **Section 7 — Section 125 Flexible Benefit Plan**

12 Beginning January 1, 1999, employees are eligible to par-  
13 ticipate in a Section 125 Flexible Benefit Plan. This plan allows  
14 employees to pay for group insurance premiums, medical and  
15 dental expenses, child care and certain other expenses with pre-  
16 tax dollars. Employees have the option to enroll each calendar  
17 year, and during enrollment must elect the amount of pre-tax dol-  
18 lars to be withheld from each payroll check. Employees will be  
19 reimbursed for the monies withheld on a pre-tax basis upon sub-  
20 mittal of receipts or statements for expenses not covered by  
21 insurance to the Plan Administrator. Employees will be notified on  
22 a regular basis of their Section 125 Flexible Benefit Plan account  
23 balances.

24 **Section 8 — Change of Carriers**

25 **A.** The current insurance coverage and benefits will not be  
26 changed except by mutual agreement. The Board may change  
27 insurance carriers and enter into a replacement contract with any  
28 other qualified insurer or establish a self-administered plan  
29 provided:

30 **1.** The cost of any replacement plan/program shall be no  
31 greater to individual group members than prior to making  
32 the change.

33 **2.** That coverages and benefits of such replacement pro-  
34 gram shall be at least identical to the current coverage's and  
35 benefits currently in effect for employees and retirees.

36 **3.** Any replacement program for Compcare shall continue  
37 to provide an HMO option for those employees who make  
38 such election on the same basis of the current program.

39 **4.** Prior to a substitution of carrier or implementing a self-  
40 administered plan, the Board agrees to provide the Union  
41 with a full 60 days to review any new plan.

42 **5.** The Board shall supply the Union with a complete copy

1 of all insurance plans in effect as of January 1, 1986, within  
2 thirty (30) days of the signing of this Agreement.

3 **6.** Any dispute arising out of an alleged failure of the  
4 Board to abide by the assurances contained in this section  
5 may be submitted directly to Arbitration by the Union. The  
6 decision of the Arbitrator shall be limited to the determina-  
7 tion of whether or not the substitute plan is in compliance  
8 with [1.] through [5.] above, shall specifically identify the lack  
9 of compliance, and shall be final and binding in that respect.  
10 The Arbitrator shall not have the authority to modify it in  
11 order to comply with the assurance of this section. Any such  
12 challenge shall be brought by the Union within the 60 days  
13 period of review provided in [4.] above. No substitute plan  
14 shall be implemented until the issues submitted to Arbitra-  
15 tion have been resolved.

16  
17 **ARTICLE VIII — Pension**

18 **Section 1 — Retirement System Contribution**

19 The Board agrees to pay the full cost of the employee's con-  
20 tribution for employees who are members of the State of Wis-  
21 consin Retirement Fund or the Employee's Retirement System of  
22 the City of Milwaukee.

23 **Section 2 — Terminal Pay**

24 One-half of unused accumulated sick leave, up to a maxi-  
25 mum of forty-eight (48) days of full pay, is to be used to continue  
26 the payment of health insurance premiums for the employee and  
27 his/her eligible dependents at the time of retirement (disability,  
28 early, or normal). Effective May 1988, terminal pay for teachers  
29 will be paid at 1/175th of annual salary as of the last work day of  
30 May 1988. The employee has the option to request (or in the  
31 event of the death of the employee, his/her designated benefici-  
32 aries shall receive) a lump sum payment equivalent to the total  
33 benefit less any payments made for the extended medical cover-  
34 age. The beneficiary designated under the Board's group life  
35 insurance plan shall receive the payment unless the employee  
36 has filed a different designation in writing with the Office of  
37 Human Resources.

38 **Section 3 — Definition of Retiree**

39 A retiree shall be defined as an employee with 10 or more  
40 years of service to MATC, who is age 55 or older, and who retires  
41 on an immediate annuity from the Wisconsin Retirement System.  
42 Employees with 10 or more years of service to MATC who

1 become totally and permanently disabled and who qualify for a  
2 Wisconsin Retirement System disability annuity and therefore  
3 retire from MATC are also considered “retirees” under the terms  
4 of this agreement. Retirees may continue Health Insurance ben-  
5 efits on a self-paid basis unless otherwise eligible for District paid  
6 benefits pursuant to Article VI, Sec. 1 [F.-1.,2.].

7 **Section 4 — Early Retirement**

8 **A.** An employee who has been employed by MATC for 10 or  
9 more years(4) and who retires after attaining age fifty-five (55)  
10 and before attaining age sixty-five (65) shall:

11 1. Receive a full retirement benefit equal to what the  
12 employee would have received from the Wisconsin State  
13 Retirement System if retirement had taken place at age  
14 sixty-five (65). This payment will be a combination of the  
15 reduced Wisconsin State Retirement System payment and  
16 Board supplemental payment with the sum equal to age  
17 sixty-five (65) benefits.

18 2. Provide the Board written notice of planned early  
19 retirement no later than the first day of the last complete  
20 school semester preceding the expected date of retirement.

21 3. On a one-time basis, employees retiring on or before  
22 December 31, 2007, must furnish Human Resources with  
23 their written notice of retirement by October 15, 2007. All  
24 employees electing this option must work the entire duration  
25 of the fall 2007 semester. Additionally, on a one-time basis,  
26 employees retiring after January 1, 2008, but on or before  
27 June 30, 2008, must provide Human Resources with written  
28 notice of retirement by January 1, 2008. Employees electing  
29 this option must work the entire duration of the spring 2008  
30 semester.

31  
32 **ARTICLE IX — Leaves of Absence**

33 **Section 1 — Sick Leave**

34 **A.** Computation and Accumulation

35 1. All full-time teachers shall earn fifteen (15) days (6.4  
36 hrs/day) or 96 hours of sick leave credit per year, with max-  
37 imum full-time accumulation up to 150 days and with unlim-  
38 ited accumulation of one-half (1/2) day of sick leave for each  
39 accumulated full day over 150 days.

40 2. Those full-time teachers who are required to work  
41 longer than 6.4 hrs/day shall earn the same number of sick  
42 leave days/years. Their sick leave shall be defined based

1 upon the average number of hours the employee is required  
2 to work/day.

3 3. Teachers employed after the beginning of the school  
4 year shall be credited with a proportionate amount based  
5 upon one and one-half (1-1/2) days of sick leave per each  
6 remaining school month.

7 4. Part-time day school teachers with a fifty percent  
8 (50%) teaching load or greater shall earn sick leave credit  
9 on a prorated basis.

10 **B. Use:** Each employee has the right to use his/her annual sick  
11 leave for personal illness or for absences for personal and com-  
12 pelling reasons. The concept of "personal and compelling rea-  
13 sons" shall include but shall not be limited to the following:

- 14 1. a required attendance at a court proceeding,
- 15 2. a required attendance at a legal proceeding for the  
16 purchase or sale of a home in which the employee will  
17 reside,
- 18 3. absence due to summoning by a governmental  
19 agency, such as the Internal Revenue Service or the Draft  
20 Board,
- 21 4. absence due to adoption of a child by the employee,
- 22 5. absence due to attendance at a funeral of a close  
23 friend, a relative, or a fellow employee,
- 24 6. absence due to travel involved in funeral attendance,
- 25 7. where established religious discipline makes it  
26 mandatory upon the employee to desist from his/her daily  
27 occupation,
- 28 8. absence to attend the graduation of a son or daughter  
29 from high school or an institution of higher learning, and
- 30 9. other emergency absences of a reasonable nature.

31 The foregoing enumeration shall not be considered to be all-  
32 inclusive and shall not be deemed to limit the general standard of  
33 "personal and compelling reasons."

34 **C. Reports and Procedures:** Requests for the use of sick leave  
35 shall be on forms provided by the Board. In any case other than  
36 personal illness, the employee must file a written explanation with  
37 the immediate supervisor as early as the circumstances reason-  
38 ably permit and in advance of the absence whenever possible.  
39 With respect to absences for an aggregate of three days per  
40 school year for personal and compelling reasons, permission of  
41 the immediate supervisor shall not be required; however, the  
42 Board reserves the right to question the qualification of any such

1 claimed absence by notifying the Employee and the Union that  
2 such claimed absence is being challenged. In the event of any  
3 such question, the Board agrees that it shall not make any deduc-  
4 tion from the pay of the employee on account of any such  
5 absence unless and until the deduction has been authorized  
6 through the grievance or arbitration procedure or no grievance is  
7 filed by the Union pursuant to the timelines in the grievance pro-  
8 cedure. With respect to any absence for personal and compelling  
9 reasons in excess of an aggregate of three days per school year,  
10 the request must be approved by the immediate supervisor and  
11 such approval must be obtained in advance whenever possible.  
12 Requests of a confidential nature may be discussed with the  
13 immediate supervisor and if approved by the immediate supervi-  
14 sor, the employee will not be required to state in writing the  
15 detailed nature of the request. The foregoing limitations with  
16 respect to deductions from the pay of the employee in the event  
17 of a dispute concerning an absence hereunder shall not apply to  
18 any such absence which requires permission hereunder.

19 **D. Notification of Accumulation:** Each employee will be  
20 informed of the status, as of August 31st, of accumulated sick  
21 leave by November 1st of each year.

## 22 **Section 2 — Medical Leave**

23 **A.** An employee, upon request, shall be granted a medical  
24 leave of absence for the period of time during which they are  
25 medically unable to perform their regular duties when such  
26 absence is expected to exceed two weeks. The employee will at  
27 their option be paid their salary per Article VIX, Sec. 1, [B.] for lost  
28 time due to medical leave.

29 **B.** As soon as the employee knows that they will need a med-  
30 ical leave of absence, they are to notify the District, indicating  
31 what the nature of their disability is or will be and the approximate  
32 time they expect to begin and end their leave.

33 **C.** An employee shall provide a doctor's statement indicating  
34 the employee is medically unable to perform their duties and the  
35 approximate date the doctor believes the employee should again  
36 be medically able to perform their regular duties. When possible,  
37 the employee will provide a doctor's statement prior to com-  
38 mencing a medical leave.

39 **D.** If an employee expects to be medically unable to perform  
40 their duties for an extended period of time beyond the expected  
41 return date they should notify the District, as per [C.] above.

42 **E.** Requests for medical leave of a confidential nature may be

1 discussed with the immediate supervisor and if approved by the  
2 immediate supervisor, the employee will not be required to state  
3 in writing the detailed nature of the request per [B.] and [C.]  
4 above.

### 5 **Section 3 — Sabbatical Leave**

6 **A.** Whenever employees desire leave to continue their profes-  
7 sional studies and improve themselves as employees, they may  
8 be granted sabbatical leave under the following conditions:

9 1. The employee must give one and one-half (1-1/2)  
10 semesters' notice in writing to his/her immediate supervisor  
11 of his/her request for such a leave, stating the nature of the  
12 program of professional improvement that he/she contem-  
13 plates pursuing. However, under extenuating circum-  
14 stances, this provision may be waived at the discretion of  
15 the Provost. Preference shall be given to requests for one  
16 (1) full year's sabbatical.

17 2. The employee must have worked as a full-time  
18 employee or rendered equivalent professional services at  
19 MATC for six (6) out of the previous eight (8) years includ-  
20 ing the year preceding sabbatical leave. Years worked prior  
21 to a sabbatical may not be counted toward the required  
22 number of years for a subsequent sabbatical.

23 3. The employee must sign a promissory note and a writ-  
24 ten agreement to return to work after his/her leave is com-  
25 pleted and to work at least one (1) year thereafter or refund  
26 his/her entire sabbatical leave pay.

27 4. A leave shall be granted when recommended by the  
28 MATC President and confirmed by the Board. Requests will  
29 be responded to one (1) semester prior to leave.

30 5. Sabbatical leave with pay shall not be granted for less  
31 than one (1) semester or more than two (2) semesters.

32 6. Such leave shall be subject to the following financial  
33 arrangements:

34 a. The employee shall be paid at the rate of sixty  
35 percent (60%) of his/her salary including the annual  
36 increment.

37 b. Earned reclassification shall be granted only  
38 upon return from leave.

39 c. Salaries shall be paid on the same schedule as  
40 that of the regular employees.

41 7. Sabbatical leave shall be limited to four (4) teachers  
42 per semester; any such leave granted to a non-teaching

1 employee will not be counted in computing the maximum  
2 limitation of four (4) sabbatical leaves per semester for  
3 teachers

4 **8.** Teachers seeking to extend their period of study while  
5 on leave after their rights under sabbatical leave have been  
6 exhausted shall, by March 15th or October 15th, make  
7 application to their immediate supervisor for extended leave  
8 without pay. Approval must be obtained as in d) above.

9 **9.** An employee on paid sabbatical leave shall continue  
10 to receive fringe benefits, excluding sick leave, with contin-  
11 uing seniority during the period he/she is on leave. An  
12 employee on unpaid leave shall have the right to make  
13 his/her own and the Board's regular contribution to all ben-  
14 efits requiring such contributions.

15 **10.** If the sabbatical leave is for the purpose of attending  
16 school, employees must take:

- 17 a. at least the normal full-time load for their pro-  
18 gram, or
- 19 b. an approved program as recognized by the  
20 Provost.

#### 21 **Section 4 — Maternity Leave**

22 **A.** Temporary disability leave will be granted for such period of  
23 time as may be medically necessary as established by satisfac-  
24 tory medical evidence. Temporary disability leave is treated in  
25 accordance with sick leave provisions of this contract.

26 **B.** After any period of disability on account of pregnancy, the  
27 MATC President may grant leave without pay as provided in  
28 Article IX, Section 10.

#### 29 **Section 5 — Military Leave**

30 **A.** Employees who enlist, are drafted, or are recalled to  
31 extended active military service shall be granted a leave of  
32 absence without pay in accordance with the provisions of federal  
33 law, state law, and this Agreement.

34 **B.** Employees granted such leave shall upon their return be  
35 credited for their previous service in the school and the number  
36 of years permitted by law for military service credit. If they have  
37 not already received this, these years to be used as the basis for  
38 placement on the salary schedule and accrued seniority.

#### 39 **C.**

40 1. Employees who are members of a reserve component  
41 of the Armed Forces and who are required to enter into  
42 active duty for training or are required to accept special

1 service during scheduled working days, shall be paid the dif-  
2 ference between the amount of pay they receive from the  
3 federal or state government for such duty and their regular  
4 earnings, calculated on the basis of their normal daily or  
5 weekly salary, but not to exceed four (4) weeks per year.

6 2. Employees who are required to enter service per C.1.  
7 above beyond four weeks shall be paid 20% of their base  
8 salary up to a maximum of twelve months.

9 **D.** Employees returning from extended military service shall be  
10 informed of their rights by their immediate supervisor or the  
11 employee's Division Dean.

## 12 **Section 6 — Duty-Incurred Disability Leave**

13 **A.** If employees are absent from work due to a duty-incurred  
14 disability directly related to their employment, the following shall  
15 apply:

16 1. If this injury is covered by Worker's Compensation,  
17 they shall receive, in addition to the Worker's Compensa-  
18 tion, the difference between their payment and their regular  
19 salary, less mandatory tax withholding, for a period not to  
20 exceed 150 working days from the first (1st) day following  
21 the incident. This shall be in addition to their accumulated  
22 sick leave. During this period of time, the employee's other  
23 fringe benefits shall be maintained.

24 2. In the event this injury is not covered by Worker's  
25 Compensation or is being contested by the Wisconsin  
26 Department of Industry, Labor and Human Relations under  
27 the Worker's Compensation Law, employees shall still be  
28 covered for full salary for a period of time not to exceed 150  
29 days. This shall be in addition to their accumulated sick  
30 leave as in section [1.] above.

31 3. In order to be eligible for this benefit, the employee  
32 shall promptly report the incident to his/her immediate  
33 supervisor.

34 4. If an employee is finally adjudged guilty of a criminal  
35 charge or has judgment entered against him/her in a civil  
36 case as related to the incident, the Board has no further  
37 responsibility for pay or loss of accumulated leave.

## 38 **Section 7 — Professional Leave**

39 **A.** Definition:\*\* Professional leave shall be defined as leave

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\*\* See Appendix G.

1 granted for attendance at conferences, conventions (including  
2 WFT Conventions), workshops, institutes, school visitations, and  
3 other similar meetings which are related directly to the improve-  
4 ment of the teachers and their department or division.

5 **B. Allowance:** Five (5) days of professional leave shall be  
6 granted during the work year with approval of the immediate  
7 supervisor. One (1) day of unused professional leave may be car-  
8 ried over to the succeeding work year, in which case the above  
9 limit of five (5) shall then be six (6). For school year employees,  
10 professional leave may not be taken during the separate summer  
11 school employment, unless otherwise approved by and at the  
12 sole discretion of the employee's immediate supervisor.

13 **C. Request and Approval:** Employees shall submit a request to  
14 their immediate supervisor thirty (30) days in advance of the  
15 meeting if possible. The supervisor shall respond within five (5)  
16 days. If no response is received within 7 days, the instructor may  
17 appeal to the Dean. Provided the purpose of the leave qualifies  
18 under subparagraph [A.] above, the request shall be approved  
19 based on departmental needs.

20 **D. Classroom Arrangements:** Teachers going on professional  
21 leave shall provide a plan for the continuity of their instructional  
22 program.

23 **E. Reports:** Employees granted professional leave shall share  
24 their experiences, in writing on District forms when requested,  
25 with their divisions or departments at the earliest possible time  
26 following the leave.

### 27 **Section 8 — Called Conference**

28 **A. Definition:** A meeting called by a state or federal agency, or  
29 a meeting called by a professional organization, or a meeting  
30 where attendance is requested by the administration.

31 **B. Approval:** The Provost may approve such leaves.

32 **C. Salary Continuation and Expenses:** The Provost may  
33 approve salary and/or appropriate expenses.

34 **D. Reports:** Employees who have attended a called confer-  
35 ence may be required by their supervisor to prepare a written  
36 summary of the meeting and upon return may be required to  
37 relate their experiences to their department.

### 38 **Section 9 — Union Leave**

39 **A. With Pay:** The Board shall make available to the Union a  
40 total of sixteen (16) days annually for leave for business which is  
41 determined to be mutually beneficial to the Union and the Board.  
42 The Union President may designate the use of up to nine (9) of

1 such days without the approval of the MATC President, provided  
2 that the propriety of the purpose of such use may be disputed by  
3 the administration through the usual contract procedures as  
4 defined under absence for Personal and Compelling Reasons.  
5 The designation of the use of the remaining seven (7) days shall  
6 be by mutual agreement of the Union President and the MATC  
7 President. In every case, whether or not the agreement of the  
8 MATC President is required, the designation by the Union Presi-  
9 dent shall be submitted to the MATC President as early as rea-  
10 sonably practicable. The MATC President shall affirm his/her  
11 mutual agreement to the designation, or shall neither agree to nor  
12 dispute the designation by the Union President, such response to  
13 be made prior to the date of the leave if reasonably practicable.  
14 Such employee time includes but is not limited to appearances at  
15 legislative hearings, service on study committees outside the reg-  
16 ular responsibility of the school, and representation on civic com-  
17 missions where the scheduled meetings occur during the regular  
18 work day.

19 **B. Without Pay:** The Union shall be entitled to designate three  
20 (3) delegates to the AFT annual national convention, each of  
21 whom may take two (2) non-student contact days for leave with-  
22 out pay to attend such convention. The employees intending to  
23 take such leave without pay shall give reasonable advance notice  
24 to the administration but such leave shall not require approval.  
25 The availability of such leave without pay shall not in any manner  
26 affect whether leave for the AFT national convention may also  
27 qualify for union leave under subsection [A.] above or for unpaid  
28 leave under Sec. 10 below.

### 29 **Section 10 — Other Leaves Without Pay**

30 **A.** Upon request, employees may be granted leave without  
31 pay, when recommended by the Provost and approved by the  
32 MATC President and Board, for the following purposes:

- 33 1. Civic Participation Leave. Such leave includes election  
34 or appointment to a position of public responsibility.
- 35 2. Labor or Organizational Leave. Such leave includes  
36 election or appointment to perform service as a representa-  
37 tive of a local, state, or national labor or professional organ-  
38 ization.
- 39 3. Occupational Leave. Such leave includes a period  
40 wherein the employee wishes to acquire experience and  
41 knowledge in his/her field as an employee in private or pub-  
42 lic employment.

- 1           **4.** Humanitarian Service Leave. Such leave to include  
2           Peace Corps, VISTA, etc.
- 3           **5.** Additional Leaves. Such leaves, for good and sufficient  
4           reasons, may be granted at the discretion of the Provost. If  
5           such leave extends beyond thirty (30) calendar days it must  
6           be approved by the MATC President and the Board.
- 7           **B.** The period of time for which such leaves are granted shall  
8           not exceed two (2) years or one (1) term of office.
- 9           **C.** Employees on such leave shall, if they so desire, be permit-  
10          ted to make their own and the Board's regular contributions to all  
11          benefits requiring such contributions.
- 12          **D.** An employee's prior increment credit and seniority rights  
13          shall be retained and applied upon return to his/her position in the  
14          school.
- 15          **E.** For leaves greater than thirty (30) calendar days, the Board  
16          shall notify the employee, in writing, as to the employee's rights  
17          and benefits while on such leave.

18          **Section 11 — Return After Leave**

- 19          **A.** Employees returning from an extended leave shall be  
20          restored to the status they held at the time the leave was granted  
21          unless additional education and experience shall entitle them to  
22          improved status.
- 23          **B.** A certificate of health from a physician shall be required  
24          upon return from sick leave, maternity leave, military leave, or  
25          duty-incurred disability leave.

26  
27          **ARTICLE X — Employee Files and Evaluation**

28          **Section 1 — Employee Files**

- 29          **A.** An employee shall have the right to examine the contents of  
30          his/her personnel file. All materials, except credentials from col-  
31          leges and inquiries and reference letters, shall be available to the  
32          employee and, upon the written authorization of the employee, to  
33          representatives of the Union.
- 34          **B.** Employees shall have the right to answer or qualify such  
35          material or report filed, and said answer shall be attached to the  
36          material in the file.
- 37          **C.** Employees shall be permitted to have included in their file  
38          any material which they feel is pertinent to their professional  
39          career, performance as employees, and personal qualifications.
- 40          **D.** No record that an employee has participated in a grievance  
41          shall be filed in the employee's personnel or confidential file.
- 42          **E.** Any materials outside an employee's personnel file to be

1 used in disciplinary action against the employee shall be provided  
2 to the employee when the action is being taken. However, this  
3 shall not preclude the use of materials discovered after the action  
4 is taken. This material will be provided to the employee upon its  
5 discovery.

6 **Section 2 — Employee Evaluation**

7 **A.** Employee evaluation procedures are recognized to be a  
8 cooperative effort between the teacher and his/her immediate  
9 supervisor with the express purpose of achieving excellence in  
10 the area of effective and purposeful classroom instruction/job per-  
11 formance.

12 **B.** To achieve these results the following steps shall be  
13 initiated:

- 14 1. Each employee shall receive a copy of his/her evalua-  
15 tion at the time it is made.
- 16 2. In the case of an unsatisfactory evaluation, a confer-  
17 ence between the employee and the Dean or designee shall  
18 be initiated immediately by the supervisor. The employee  
19 has the right to Union representation at such conference.
- 20 3. In the case of an unsatisfactory report, the employee  
21 shall have the right to submit written comments to be for-  
22 warded to the employee's Division Dean with the supervi-  
23 sor's report. At the employee's request copies of his/her  
24 comments shall be placed with the supervisor's report in the  
25 personnel file.
- 26 4. It shall be the responsibility of the supervisor to assist  
27 employees in their development in every reasonable way.
- 28 5. The intercommunication system shall not be used for  
29 observation or evaluation of employees.

30  
31 **ARTICLE XI — Academic Freedom**

32 **Section 1 — Within MATC\*\***

33 The spirit of this institution, developed and sponsored under  
34 progressive administrative and teacher leadership, encourages  
35 the teaching, investigating, and publishing of findings in an  
36 atmosphere of freedom and confidence which shall continue to  
37 be upheld by the Board. We believe that when students are  
38 exposed to a variety of opinions and beliefs, greater knowledge  
39 and maturity of judgment occur.

40 **Section 2 — Outside of MATC**

41 When employees speak or write as citizens outside of  
42 school, they shall be free from administrative and institutional

1 censorship and discipline. However, the employees have the  
2 responsibility to clarify the fact that they speak as individuals and  
3 not as employees of this school.

### 4 **Section 3 — E-Mail, Internet and Electronic Privacy**

5 The parties recognize that while the employer provides the  
6 hardware and software, the employee has a legitimate expecta-  
7 tion of privacy in electronic mail, Internet or computer records.  
8 There shall be no clandestine monitoring of e-mail, Internet or  
9 computer records. MATC may only access or disclose private e-  
10 mail or other electronic records for good cause. MATC will imme-  
11 diately notify the employee that records will be accessed. In  
12 cases where prior notice is prohibited by legal authority, the  
13 employee shall be notified as soon as possible that records have  
14 been accessed.

## 15 **ARTICLE XII — Publication Rights, Inventions, and Patents**

### 16 **Section 1 — Board Rights**

17 **A.** Materials or devices created as part of the officially  
18 assigned employee responsibility shall be the property of the  
19 Board  
20

21 **B.** The Board shall patent or copyright all such materials or  
22 devices in its own name; however, such items shall bear the  
23 name(s) of the creator(s).

24 **C.** All profits from the production of said material or device shall  
25 be returned by the publisher or agent to the school.

26 In order to stimulate such creations:

27 1. Fifty percent (50%) of the profits shall be distributed  
28 and returned to the innovator(s) and producer(s) of the  
29 material or devices.

30 2. The remaining fifty percent (50%) shall be placed in a  
31 research fund by the Board.

### 32 **Section 2 — Employee Rights**

33 **A.** When the materials or devices are created by an individual  
34 employee on his/her own time, the following provisions shall  
35 apply:

36 1. Any written material or patentable projects in the  
37 development form may be prepared at school expense and  
38 sold through the Bookstore at the cost of production and  
39 handling if used in MATC classes/programs.

40 2. Such materials may be sold by MATC at cost to other  
41 Wisconsin vocational schools. However, such schools shall  
42 not have any reproduction rights.

1           3. The copyright and royalties are the property of the indi-  
2           vidual if the material has been created solely at the author's  
3           expense on his/her own time.

4           **Section 3 — Rights for Telecourses and Related Materials**

5           **A.** Sections 1 and 2 above shall not apply to telecourses and  
6           related materials, as defined in subsection b) below, in any  
7           respect.

8           **B.** Telecourses and related materials created as part of the offi-  
9           cially assigned employee responsibility and related written or  
10          developed materials derived from or based upon the telecourse  
11          scripts shall be the property of the Board.

12          **C.** Any patent or copyright of such telecourses and written or  
13          developed materials shall be in the name of the Board; however,  
14          such telecourses and related materials shall bear the name of the  
15          assigned employee.

16          **D.** When such telecourses and related materials are to be dis-  
17          tributed, the arrangements for such distribution shall be made by  
18          MATC.

19          **E.** When such distribution of telecourses and related assigned  
20          materials is made within the State of Wisconsin all revenues from  
21          such distribution shall be retained by MATC.

22          **F.** When such distribution of telecourses and related assigned  
23          materials is made outside the State of Wisconsin, the revenues  
24          from such distribution shall be returned to the Board and pay-  
25          ments shall be made as follows:

26                1. The Board shall retain the first \$1,500.00 of the rev-  
27                enues from each such telecourse as a one-time charge,  
28                if MATC incurs cost of reproduction of the telecourse for  
29                distribution.

30                2. Revenues from the distribution of related assigned  
31                materials shall first be used to reimburse MATC for direct  
32                expenses incurred by MATC in the reproduction and distri-  
33                bution of such materials to outside parties.

34                3. Twenty percent (20%) of the balance, but not in excess  
35                of \$4,000.00 per fiscal year to a maximum of five (5) years,  
36                shall be paid to the assigned employee.

37          **G.** When such distribution of telecourses is made outside the  
38          State of Wisconsin in exchange for services, rights, or privileges  
39          not having fixed monetary value, MATC shall make a payment to  
40          the assigned employee of \$200.00 for each separate institution  
41          receiving the telecourse from MATC. Any such payments shall be  
42          added to payments under subsection [F.-3.] in applying the spec-

1     ified maximum annual payments.

2     **H.** Revenues from the distribution of materials created outside  
3     of the officially assigned employee responsibility, but derived from  
4     or based upon telecourse scripts, shall be returned to the Board  
5     and payments shall be made as follows:

6         **1.** Such revenues shall first be used to reimburse MATC  
7         for direct expenses incurred by MATC in the reproduction  
8         and distribution of such materials to outside parties.

9         **2.** Twenty percent (20%) of the balance, but not in excess  
10        of \$2,000.00 per fiscal year to a maximum of five (5) years,  
11        shall be paid to the assigned employee.

12        **3.** In the event that more of such materials are distributed  
13        per fiscal year than the head count of those enrolled in the  
14        related telecourse, or in any fiscal year in which such mate-  
15        rials are not part of the required assignment for such tele-  
16        course, then fifty percent (50%) of the revenues from such  
17        distribution shall be paid to the assigned employee, without  
18        regard to the maximum limits mentioned in subsection  
19        [H.-2.] above.

20     **I.** For the purpose of applying the five (5) fiscal year maximum  
21     limitations in subsection [F.-3.] and [H.-2.] above, the first fiscal  
22     year shall be the year in which the telecourse is first broadcast  
23     under circumstances which entitle the employee to share in the  
24     revenues under this agreement. If the first such broadcast occurs  
25     between July 1 and December 31, the fiscal year hereunder shall  
26     be July 1 to June 30. If the first such broadcast occurs between  
27     January 1 and June 30, the fiscal year hereunder shall be Janu-  
28     ary 1 to December 31. If the revenues otherwise allocable to an  
29     employee in any fiscal year exceed the annual maximum, such  
30     revenues may be carried forward in computing the revenues of  
31     subsequent fiscal years through the fifth and final year of pay-  
32     ments hereunder, subject to the maximum limit in each such sub-  
33     sequent year. Revision of an existing telecourse by the originally  
34     assigned employee shall not be deemed to create a new tele-  
35     course and shall neither extend the five-year payment period  
36     specified hereunder nor cause the start of a new five-year pay-  
37     ment period. Any revenues derived from an original or such  
38     revised telecourse after the fifth fiscal year as defined hereunder  
39     shall be the sole property of MATC.

40     **J.** In the event that more than one employee is involved in the  
41     telecourse or textbook, payments made under subsections [F.-3.],  
42     [H.-2.], and [H.-3.] shall be divided among the participating

1 employees in such manner as the employees may agree; or, if  
2 they are unable to agree, then as determined by MATC.

3 **K.** In general, benefits accrue to both MATC and the partici-  
4 pating employees from widespread distribution of telecourses.  
5 However, it is recognized that there may be valid and significant  
6 educational or technical reasons for not distributing telecourses.  
7 It is therefore agreed that MATC shall have the authority to dis-  
8 tribute or not distribute telecourses or related materials, provided  
9 that it does not refuse to distribute either as a means of discrimi-  
10 nating against individual participating employees or to force the  
11 Union to negotiate.

### 12 13 **ARTICLE XIII — Fair Practices**

14 The Board and Union recognize that it is the established  
15 policy of both parties that they shall not discriminate against any  
16 employee on the basis of race, creed, national origin, sex, sexu-  
17 al orientation, age, handicap, political affiliation, or membership in  
18 or association with any employee organization, in compliance  
19 with Wisconsin statutes.

### 20 21 **ARTICLE XIV — Occupational Liability Coverage**

22 The MATC District shall provide insurance coverage or self-  
23 insure at limits per Wisconsin Statutes. Coverage shall include,  
24 but is not limited to:

- 25 1. General Liability
- 26 2. Workers Compensation

### 27 28 **ARTICLE XV — Safety, Health and Security**

29 **A.** The Board shall make reasonable provision for the safety  
30 and health of its employees while in the pursuit of their duties. All  
31 employees are expected to cooperate to the best of their ability in  
32 the prevention of accidents to themselves, fellow employees, and  
33 students. The Board shall assure that no employee is subject to  
34 restraint, interference, coercion, discrimination, or reprisal for fil-  
35 ing a report of an unsafe or unhealthy working condition, or for  
36 participation in occupational safety and health program activities.  
37 All employees shall be actively encouraged to report symptoms,  
38 injuries, illnesses and/or unsafe or unhealthy conditions to a  
39 supervisor or MATC administrator without reprisal. The Board will  
40 make a reasonable effort to remedy matters such as uncomfort-  
41 able temperatures, bad odors, and similar negative environmen-  
42 tal factors in the workplace.

1     **B.** MATC will provide one (1) pair of safety glasses (including  
2 prescription) for teachers in certain programs agreed to by the  
3 parties, when eligible teachers submit a current prescription to  
4 Human Resources. The agreed list of teaching areas covered by  
5 the above shall be maintained in Human Resources. MATC will  
6 furnish replacement safety glasses (including prescription) when  
7 the original glasses are not reasonably usable because of wear  
8 or damage occurring on the job. In the event that new glasses are  
9 needed because of a prescription change, such glasses will be  
10 furnished by MATC no earlier than two years from the date the  
11 original or replacement glasses were provided. All such replace-  
12 ments must have prior approval by MATC.

13     **C.** Comprehensive Deductible: MATC agrees to cover the  
14 amount of comprehensive deductible for any damages incurred  
15 by Local 212 members as a result of vandalism while cars are  
16 parked in any MATC parking area, up to a maximum of \$200.00  
17 per occurrence.  
18

## 19     **ARTICLE XVI — Union Activities**

### 20     **Section 1 — Bulletin Boards**

21         There shall be provided an appropriate bulletin board(s) at  
22 each campus center. Its use shall be limited to official Union busi-  
23 ness and announcements. The Union shall assume the same  
24 responsibility and indemnification obligation for the content of any  
25 such posted material as it assumes with respect to  
26 materials that it places in teachers' mailboxes pursuant to Sec. 4.

### 27     **Section 2 — Collective Bargaining Committees**

28     **A.** Each bargaining committee shall limit the number in atten-  
29 dance at bargaining sessions to a reasonable number. Consul-  
30 tants shall be allowed to assist in negotiating sessions, provided  
31 the bargaining chairpersons notify each other in advance.

32     **B.** Up to six (6) members of the bargaining committee of the  
33 Union shall be extended released time to participate in negotia-  
34 tions when such sessions are scheduled during the regular  
35 work day.

### 36     **Section 3 — Meetings**

37         Regular meetings of the entire membership or of sectional  
38 areas may be held on the school premises. Rooms may be made  
39 available to the Union on a "space available" basis for these pur-  
40 poses, provided previous arrangements with appropriate person-  
41 nel have been made with regard to such reserved space, serving  
42 of refreshments, and other related activities.

1     **Section 4 — Mailboxes**

2             The Union shall have the right to use the school mailboxes  
3     for the purpose of communicating with employees regarding  
4     Union and related activities. The Union assumes full responsibil-  
5     ity for the content of any materials that it distributes through the  
6     mailboxes and agrees to indemnify and hold harmless the Dis-  
7     trict, its employees and Board members against any and all lia-  
8     bility which may arise from such content.

9     **Section 5 — Voluntary Dues Check-Off**

10            The Board shall, without charge, deduct Union dues, COPE  
11    contributions, and special assessments from the salary of each  
12    employee who authorizes such deductions by signing an appro-  
13    priate form. Dues deduction may be terminated by the employ-  
14    ee's giving sixty (60) days written notice to the Union or upon  
15    termination of employment.

16    **Section 6 — Reduced Load for Union Officers**

17            The Administration agrees to a 60% workload reduction for  
18    the Union President without loss of pay, a 30% workload reduc-  
19    tion for the Executive Vice President without loss of pay, and a  
20    20% reduced workload for the Bargaining Chair, Grievance Chair,  
21    and Vice President of Committees, also without loss of pay, in  
22    order to conduct Union business. The Union shall notify Associ-  
23    ate Vice President of Human Resources in writing of the names  
24    and departments of the four Union Members who are to be  
25    scheduled for said reduction in workload.

26    **Section 7 — Limitations**

27            The privileges granted to the Union President in Section 6  
28    above shall be used for the sole and exclusive purpose of per-  
29    formance of obligations of the Union as the majority collective  
30    bargaining representative of the employees, including the per-  
31    formance of functions relating to negotiations, administration of  
32    the collective bargaining agreement, processing of grievances,  
33    and other activities reasonably related to its functions as collec-  
34    tive bargaining representative. All such activities shall be con-  
35    ducted on behalf of employees in the collective bargaining unit  
36    without discrimination because of their membership, or lack  
37    thereof, in the Union.

38  
39    **ARTICLE XVII — Fair Share Agreement**

40    **Section 1 — Membership**

41            Membership in the Union is not compulsory. An employee  
42    may join the Union and maintain membership therein consistent

1 with its constitution and bylaws. No employee will be denied  
2 membership because of race, color, creed, sex, age, or handicap.  
3 This Article is subject to the duty of the Wisconsin Employment  
4 Relations Commission to suspend the application of this Article  
5 whenever the Commission finds that the Union has denied an  
6 employee membership because of race, color, creed, sex, age, or  
7 handicap.

## 8 **Section 2 — Representation and Fair Share**

9 The Union will represent all of the employees in the bar-  
10 gaining unit, members and non-members, fairly and equally, and  
11 therefore all such employees shall pay their proportionate share  
12 of the costs of the collective bargaining process and contract  
13 administration.

## 14 **Section 3 — Fair Share Deduction**

15 **A.** The Board agrees to deduct the amount of dues certified by  
16 the Union as the amount uniformly required of its members from  
17 the earnings of the employees affected by this Agreement and  
18 pay the amount so deducted to the Union on or before the end of  
19 the month in which deduction is made.

20 **B.** The Union shall rebate to non-members who object to  
21 deduction of the full amount of Union membership dues any  
22 amounts over and above the cost of contract administration and  
23 negotiations. When possible, such rebate shall be made prior to  
24 the deduction of uniform membership dues from such employees.  
25 However, the payroll deduction shall be the same for all bargain-  
26 ing unit employees.

27 **C.** The Union shall provide employees who are not members of  
28 the Union with an appeal mechanism within the Union which is  
29 consistent with the requirements of state and federal law and  
30 which will allow those employees to challenge the fair share  
31 amount certified by the Union.

## 32 **Section 4 — Limitation**

33 This Article shall only apply to members of the certified bar-  
34 gaining unit, excluding employees who do not work at least 50%  
35 of a full work schedule.

## 36 **Section 5 — Hold Harmless**

37 **A.** If a Board error is discovered with respect to any deductions  
38 under this agreement, the Union shall advise the Board in writing  
39 and the Board will make the appropriate correction(s) in the suc-  
40 ceeding payroll period.

41 **B.** Local 212 and WFT Teachers do hereby indemnify and shall  
42 hold the Milwaukee Area Technical College Board harmless

1 against any and all claims, demands, suits or other forms of lia-  
2 bility including court costs that shall arise out of or by reason of  
3 action taken or not taken by the Board, which Board action or  
4 non-action is in compliance with the provisions of this agreement  
5 and in reliance on any list or certificate which has been furnished  
6 to the Board pursuant to this Article, provided that such claims,  
7 demands, suits or other forms of liability shall be under the exclu-  
8 sive control of the Union and its attorneys.

#### 9 10 **ARTICLE XVIII — Saving Clause**

11 **A.** If any provision of this Agreement is or shall at any time be  
12 contrary to state or federal law, then such provision shall not be  
13 applicable or performed or enforced except to the extent permit-  
14 ted by law. In the event that any provision of the Agreement is or  
15 shall be at any time contrary to law, all other provisions shall con-  
16 tinue to be in effect. The articles in this Agreement supersede and  
17 override items in individual agreements, contracts, or teacher  
18 manuals.

19 **B.** The Board agrees that it will make no changes which are in  
20 conflict with this Agreement, in existing policies.

#### 21 22 **ARTICLE XIX — Termination and Modification Procedures**

##### 23 **Section 1 — Negotiations**

24 Negotiations for the subsequent Agreement will commence  
25 no later than February 1, 2009, at which time the parties' written  
26 proposals shall be exchanged. It is the intent of both parties to  
27 arrive at an agreement by May 1, 2009, in order that the Board  
28 may budget accordingly.

##### 29 **Section 2 — Amendments**

30 This Agreement can be altered during its term only by mutu-  
31 al consent of the parties. Such amendments shall be in writing  
32 and subject to the same ratification procedure as this Agreement.  
33 The parties to this Agreement have the unlimited right to make  
34 proposals on any matter not removed by law from collective bar-  
35 gaining. All understandings arrived at are set forth in the Agree-  
36 ment, and the parties waive the right and shall not be obligated to  
37 bargain collectively on any matter for the life of this Agreement.

#### 38 39 **ARTICLE XX — Term**

40 This Agreement shall be binding upon both parties from  
41 July 1, 2006, through June 30, 2009.

## Signatures

Signed this 19th day of September, 2007

### AMERICAN FEDERATION OF TEACHERS LOCAL 212, WFT, AFL-CIO



Michael Rosen  
President, Local 212



Linda Baehr  
Chairperson, Bargaining Committee, Local 212



Frank Shansky  
Director, Labor Relations

### MILWAUKEE AREA DISTRICT BOARD OF VOCATIONAL, TECHNICAL, AND ADULT EDUCATION



Bobbie R. Webber  
Chairperson



Darnell E. Cole  
MATC President



Daniel B. McColgan  
Director, Labor Relations

# APPENDIX A-1 2007-2008 — 175-DAY SCHOOL YEAR CALENDAR

## First Semester

### AUGUST 2007

M	T	W	T	F
			✕ 23	✕ 24
* 27	28	● 29	30	31

### SEPTEMBER 2007

■ 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

### OCTOBER 2007

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	◆ 23	24	25	26
29	30	31		

### NOVEMBER 2007

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	■ 22	■ 23
26	27	28	29	30

### DECEMBER 2007

3	4	5	6	7
10	11	12	13	14
◆◆ 17	18	19	◆ 20	✕ 21
recess 24	■ 25	recess 26	recess 27	recess 28
recess 31				

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■	Paid Holidays (7)
✕	Non-Student Contact Days (6)
●	15-Week (or less) Semester Starts
*	16+Week Semester Starts

## Second Semester

### JANUARY 2008

M	T	W	T	F
	■ 1	recess 2	recess 3	recess 4
recess 7	recess 8	recess 9	recess 10	recess 11
recess 14	recess 15	recess 16	recess 17	✕ 18
■ 21	✕ 22	* 23	24	25
28	29	30	● 31	

### FEBRUARY 2008

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

### MARCH 2008

3	4	5	6	7
10	11	12	13	14
17	◆ 18	19	20	■ 21
recess 24	recess 25	recess 26	recess 27	recess 28
31				

### APRIL 2008

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### MAY 2008

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	◆ 22	✕ 23
26	27	28	29	30

◆	End of Quarter and/or 16+ Week Semester
◆◆	End of 15-Week Semester
◆	End of 15- and 16-Week Semester
↔	Contact days in semester

APPENDIX A-2 2008-2009 — 175-DAY SCHOOL YEAR CALENDAR

First Semester

AUGUST 2008

M	T	W	T	F
			✕ 21	✕ 22
* 25	26	● 27	28	29

SEPTEMBER 2008

■ 1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER 2008

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	◆ 21	22	23	24
27	28	29	30	31

NOVEMBER 2008

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	■ 27	■ 28

DECEMBER 2008

1	2	3	4	5
◆ 8	9	10	11	12
◆◆ 15	16	17	◆ 18	✕ 19
recess 22	recess 23	recess 24	■ 25	recess 26
recess 29	recess 30	recess 31		

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- Paid Holidays (7)
- ✕ Non-Student Contact Days (6)
- 15-Week (or less) Semester Starts
- \* 16+Week Semester Starts

Second Semester

JANUARY 2009

M	T	W	T	F
			■ 1	recess 2
recess 5	recess 6	recess 7	recess 8	recess 9
recess 12	recess 13	recess 14	recess 15	✕ 16
■ 19	✕ 20	* 21	22	23
26	27	28	● 29	30

FEBRUARY 2009

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH 2009

2	3	4	5	6
9	10	11	12	13
16	◆ 17	18	19	20
23	24	25	26	27
30	31			

APRIL 2009

		1	2	3
6	7	8	9	■ 10
recess 13	recess 14	recess 15	recess 16	recess 17
20	21	22	23	24
27	28	29	30	

MAY 2009

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	◆ 21	✕ 22
25	26	27	28	29

- ◆ End of Quarter and/or 16+ Week Semester
- ◆◆ End of 15-Week Semester
- ◆ End of 15- and 16-Week Semester
- ↔ Contact days in semester

# APPENDIX A-3 2009-2010 — 175-DAY SCHOOL YEAR CALENDAR

## First Semester

### AUGUST 2009

M	T	W	T	F
✕ 24	✕ 25	* 26	27	28
31				

### SEPTEMBER 2009

	1	● 2	3	4
■ 7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### OCTOBER 2009

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	◆ 21	22	23
26	27	28	29	30

### NOVEMBER 2009

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	■ 26	■ 27
30				

### DECEMBER 2009

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
❖ 21	✕ 22	recess 23	recess 24	■ 25
recess 28	recess 29	recess 30	recess 31	

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■	Paid Holidays (7)
✕	Non-Student Contact Days (6)
●	15-Week (or less) Semester Starts
*	16+Week Semester Starts

## Second Semester

### JANUARY 2010

M	T	W	T	F
				■ 1
recess 4	recess 5	recess 6	recess 7	recess 8
recess 11	recess 12	recess 13	recess 14	recess 15
■ 18	✕ 19	* 20	21	22
25	26	27	● 28	29

### FEBRUARY 2010

1	2	3	4	5
8	9	10	11	12
15	16	17	✕ 18	19
22	23	24	25	26

### MARCH 2010

1	2	3	4	5
8	9	10	11	12
15	16	17	◆ 18	19
22	23	24	25	26
29	30	31		

### APRIL 2010

				■ 2
recess 5	recess 6	recess 7	recess 8	recess 9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### MAY 2010

3	4	5	6	7
10	11	12	13	14
17	18	19	20	❖ 21
✕ 24	25	26	27	28
31				

◆	End of Quarter and/or 16+ Week Semester
◆◆	End of 15-Week Semester
❖	End of 15- and 16-Week Semester
↔	Contact days in semester

**PAY RATES**

**ACCESS TO WORK**

<b>When</b>	<b>Part of 100% Load</b>	<b>Voluntary Overload</b>	<b>Right to Work 100%</b>	<b>Right to Work Overload</b>
1) 175 day school year	C&S	Part-time C&S	Guaranteed	Based on part-time/full-time seniority. Up to 149% (see Article IV, Sec. 21,d
2) Recess Winter Break Spring Break	C&S	Part-time C&S	Based on availability of classes. Decided based on seniority within department. If a continuation of 175 day assignment, may continue in it.	Only after other full-time have had opportunity to get to 100%.
3) Summer — ending of Spring semester to beginning of Fall semester	85% C&S	85% C&S	Seniority-based rotation within department. After rotation, may go outside department. (See Article IV, Sec. 4, D)	May work but no obligation to give overload. If done, should be by seniority based rotation.

CE&WD — Assignments that are above-load are made on a seniority based rotation basis, which includes part-time faculty.

Those positions defined and agreed to by Parties as being "year round" will not be subject to 85% pay. Faculty in those positions will be obligated to work the "year round" calendar.

If an employee works over the 175 day calendar, he/she is paid separately for those days, even if the assignment was part of a prior assignment that was part of their regular 175 day load.

**APPENDIX B-1 MILWAUKEE AREA TECHNICAL COLLEGE**  
**Teachers' Salary Schedule —**  
**Class and Step Rates for 2006-07 (August, 2006)**

STEP	CLASS					
	0	1	2	3	4	5
0	45,212	47,438	49,663	51,889	54,114	56,340
1	47,438	49,663	51,889	54,114	56,340	58,565
2	49,663	51,889	54,114	56,340	58,565	60,791
3	51,889	54,114	56,340	58,565	60,791	63,017
4	54,114	56,340	58,565	60,791	63,017	65,242
5	56,340	58,565	60,791	63,017	65,242	67,468
6	58,565	60,791	63,017	65,242	67,468	69,693
7	60,791	63,017	65,242	67,468	69,693	71,919
8	63,017	65,242	67,468	69,693	71,919	74,144
9	65,242	67,468	69,693	71,919	74,144	76,370
10	67,468	69,693	71,919	74,144	76,370	78,596
11	69,693	71,919	74,144	76,370	78,596	80,821
12	71,919	74,144	76,370	78,596	80,821	83,047
13	74,144	76,370	78,596	80,821	83,047	85,272
14	76,370	78,596	80,821	83,047	85,272	87,498

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to \$1,180 above Class V after he/she has qualified for Class V, for the 2006-2007 school year. This will increase every year thereafter based on the yearly percent salary increase for faculty and staff.

2. Teachers will receive their pay biweekly in twenty (20) equal installments for the school year. However, they may elect to make arrangements to receive twenty-five (25) checks (credit union option) throughout the entire year, or they may elect MATC's twenty-six pay-check option.

**APPENDIX B-2 MILWAUKEE AREA TECHNICAL COLLEGE**  
**Teachers' Salary Schedule —**  
**Class and Step Rates for 2007-08 (August, 2007)**

STEP	CLASS					
	0	1	2	3	4	5
0	46,681	48,980	51,277	53,575	55,873	58,171
1	48,980	51,277	53,575	55,873	58,171	60,468
2	51,277	53,575	55,873	58,171	60,468	62,767
3	53,575	55,873	58,171	60,468	62,767	65,065
4	55,873	58,171	60,468	62,767	65,065	67,362
5	58,171	60,468	62,767	65,065	67,362	69,661
6	60,468	62,767	65,065	67,362	69,661	71,958
7	62,767	65,065	67,362	69,661	71,958	74,256
8	65,065	67,362	69,661	71,958	74,256	76,554
9	67,362	69,661	71,958	74,256	76,554	78,852
10	69,661	71,958	74,256	76,554	78,852	81,150
11	71,958	74,256	76,554	78,852	81,150	83,448
12	74,256	76,554	78,852	81,150	83,448	85,746
13	76,554	78,852	81,150	83,448	85,746	88,043
14	78,852	81,150	83,448	85,746	88,043	90,342

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to \$1,218 above Class V after he/she has qualified for Class V, for the 2007-2008 school year. This will increase every year thereafter based on the yearly percent salary increase for faculty and staff.

2. Teachers will receive their pay biweekly in twenty (20) equal installments for the school year. However, they may elect to make arrangements to receive twenty-five (25) checks (credit union options) throughout the entire year, or they may elect MATC's twenty-six pay-check option.

**APPENDIX B-3 MILWAUKEE AREA TECHNICAL COLLEGE**  
**Teachers' Salary Schedule —**  
**Class and Step Rates for 2008-2009 (August, 2008)**

STEP	CLASS					
	0	1	2	3	4	5
0	48,198	50,572	52,944	55,316	57,689	60,062
1	50,572	52,944	55,316	57,689	60,062	62,433
2	52,944	55,316	57,689	60,062	62,433	64,807
3	55,316	57,689	60,062	62,433	64,807	67,180
4	57,689	60,062	62,433	64,807	67,180	69,551
5	60,062	62,433	64,807	67,180	69,551	71,925
6	62,433	64,807	67,180	69,551	71,925	74,297
7	64,807	67,180	69,551	71,925	74,297	76,669
8	67,180	69,551	71,925	74,297	76,669	79,042
9	69,551	71,925	74,297	76,669	79,042	81,415
10	71,925	74,297	76,669	79,042	81,415	83,787
11	74,297	76,669	79,042	81,415	83,787	86,160
12	76,669	79,042	81,415	83,787	86,160	88,533
13	79,042	81,415	83,787	86,160	88,533	90,904
14	81,415	83,787	86,160	88,533	90,904	93,278

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to \$1,258 above Class V after he/she has qualified for Class V, for the 2008-2009 school year. This will increase every year thereafter based on the yearly percent salary increase for faculty and staff.

2. Teachers will receive their pay biweekly in twenty (20) equal installments for the school year. However, they may elect to make arrangements to receive twenty-five (25) checks (credit union option) throughout the entire year, or they may elect MATC's twenty-six pay-check option.

**APPENDIX B-4 MILWAUKEE AREA TECHNICAL COLLEGE**  
**Non-Teaching Professionals — Annual Salary Schedule for**  
**July 1, 2006 to June 30, 2007**

STEP	SCHOOL NURSE	OUTREACH SPECIALIST	GUIDANCE COUNSELOR	COORDINATOR OF CASH MANAGEMENT	SENIOR SPECIALIST ACCOUNTANTS
1		58,718	72,054	60,451	53,287
2		61,976	74,740	63,102	55,795
3		65,231	77,432	65,866	58,427
4		68,488	80,121	68,755	61,178
5		71,909	82,808	71,769	64,062
6		75,313	85,501	74,915	67,082
7		78,934	88,192	78,204	70,242
8		82,849	90,889	81,636	73,553
9			93,576	85,219	
10			96,262		
11			98,953		
12			101,641		
13			104,329		
14			107,020		

The foregoing annual salaries will be increased by \$1,180 for an employee who has earned a Ph.D. or Ed.D in the field of the employee's work assignment for the 2006-2007 school year and every year thereafter. This increase will be based on the yearly present salary increase for faculty and staff.

\* - A senior worker (SW) increment shall be added one (1) year after the employee has reach the maximum wage and completed ten (10) years of service to the school.

**APPENDIX B-5 MILWAUKEE AREA TECHNICAL COLLEGE**  
**Non-Teaching Professionals — Annual Salary Schedule for**  
**July 1, 2007 to June 30, 2008**

STEP	SCHOOL NURSE	OUTREACH SPECIALIST	GUIDANCE COUNSELOR	COORDINATOR OF CASH MANAGEMENT	SENIOR SPECIALIST ACCOUNTANTS
1		60,626	74,396	62,416	55,019
2		63,990	77,169	65,153	57,608
3		67,351	79,949	68,007	60,326
4		70,714	82,725	70,990	63,166
5		74,246	85,499	74,101	66,144
6		77,761	88,280	77,350	69,262
7		81,499	91,058	80,746	72,525
8		85,542	93,843	84,289	75,943
9			96,617	87,989	
10			99,391		
11			102,169		
12			104,944		
13			107,720		
14			110,498		

The foregoing annual salaries will be increased by \$1,218 for an employee who has earned a Ph.D. or Ed.D in the field of the employee's work assignment for the 2007-2008 school year and every year thereafter. This increase will be based on the yearly present salary increase for faculty and staff.

\* - A senior worker (SW) increment shall be added one (1) year after the employee has reach the maximum wage and completed ten (10) years of service to the school.

**APPENDIX B-6 MILWAUKEE AREA TECHNICAL COLLEGE**  
**Non-Teaching Professionals — Annual Salary Schedule for**  
**July 1, 2008 to June 30, 2009**

STEP	SCHOOL NURSE	OUTREACH SPECIALIST	GUIDANCE COUNSELOR	COORDINATOR OF CASH MANAGEMENT	SENIOR SPECIALIST ACCOUNTANTS
1		62,596	76,814	64,445	56,807
2		66,070	79,677	67,270	59,480
3		69,540	82,547	70,217	62,287
4		73,012	85,414	73,297	65,219
5		76,659	88,278	76,509	68,294
6		80,288	91,149	79,864	71,513
7		84,148	94,017	83,370	74,882
8		88,322	96,893	87,028	78,411
9			99,757	90,849	
10			102,621		
11			105,489		
12			108,355		
13			111,221		
14			114,089		

The foregoing annual salaries will be increased by \$1,258 for an employee who has earned a Ph.D. or Ed.D in the field of the employee's work assignment for the 2008-2009 school year and every year thereafter. This increase will be based on the yearly present salary increase for faculty and staff.

\* -A senior worker (SW) increment shall be added one (1) year after the employee has reach the maximum wage and completed ten (10) years of service to the school.

1     **APPENDIX C — Salary Classifications**

2             The minimum requirements and a brief resume of the six (6)  
3 salary classes follow:

4     **Class 0**

5     **A.** This classification is for teachers who do not have an  
6 earned Bachelor's Degree or equivalency. To move to Class 1,  
7 such teachers would have to earn a Bachelor's Degree or meet  
8 one of the equivalencies outlined below:

9             **1.** Seven (7) years of accumulated practical work experi-  
10             ence in the area in which the teacher is teaching. Only  
11             approved work experience which is one (1) month or more in  
12             duration will be counted toward computing this experience.

13             **2.** If approved educational credits are taken, then the  
14             credits earned will be equated to work experience, and for  
15             every thirty-two (32) credits earned, one and one-half  
16             (1-1/2) years' work experience shall be granted.

17             **3.** Any combination of [1.] and [2.].

18     **Class I**

19             This classification is for teachers who have an earned Bach-  
20             elor's Degree. It also includes vocational teachers who have  
21             obtained an equivalency as defined above.

22     **Class II**

23             This classification is for teachers who have met the require-  
24             ments of Class I and have earned sixteen (16) additional  
25             approved credits.

26     **Class III**

27             This classification is for teachers who have met the require-  
28             ments for Class II and have earned sixteen (16) additional  
29             approved credits, or have earned a Master's Degree, or have two  
30             (2) earned Bachelor's Degrees, or who have an earned Bache-  
31             lor's Degree and an additional professional certificate equivalent  
32             to a Master's Degree in their discipline or experience, e.g.,  
33             a commerce teacher who has a B.B.A. Degree and a C.P.A.  
34             Certificate.

35     **Class IV**

36             This classification is for teachers who have met the require-  
37             ments for Class III and have earned sixteen (16) additional  
38             approved credits.

39     **Class V**

40     **A.** This classification is for teachers who have met the require-  
41             ments for Class IV and have earned sixteen (16) additional  
42             approved credits, or hold either an LL.B. or J.D. Degree.

1     **B.** An earned Ph.D. or Ed.D. in the appropriate field entitles the  
2 teacher to an increment in accordance with Appendix B above  
3 Class V after he/she has qualified for Class V.  
4

5     **APPENDIX D — Salary Determination Upon Initial Employment**

6     **A.** When teachers are initially employed they are given credit  
7 on the salary scale of the appropriate class as follows:

8         **1.** For each year of approved teaching or industrial or  
9 business experience related to the teaching area, one (1)  
10 increment with a maximum of five (5) increments allowable.

11         **2.** If the prospective teacher does not have all of the pre-  
12 vious experience necessary for five (5) increments above  
13 Step 1, military service may be credited not to exceed two  
14 (2) years of extended active duty, one (1) increment being  
15 allowed for each full year of active duty.

16         **3.** The Board recognizes the fact that certain classes of  
17 teachers are in especially great demand and those qualified  
18 for successful teaching in our institution may be in short  
19 supply. Thus the Board authorizes the Executive Vice Pres-  
20 ident to exercise his/her judgment in such special cases by  
21 adding one or two increments to the maximum otherwise  
22 allowable on initial employment. Further increments can be  
23 added with the approval of the Union.

24         **4.** Any teacher whose employment commences after the  
25 1977-78 school year and who did not receive any increment  
26 under sub-paragraph three (3) above at the time of initial  
27 employment, shall receive one additional increment in addi-  
28 tion to the increment ordinarily allowed for the school year  
29 following completion of his/her probationary period.

30         **5.** The letter of appointment of newly hired teachers shall  
31 contain the principal factors, i.e., education, teaching expe-  
32 rience, and military service, upon which the class and step  
33 of the teacher's salary are determined.  
34

35     **APPENDIX E — Travel Time**

36     **A.** Teachers who are required by MATC to travel on a regular  
37 basis as part of their official Instructors' Programs (including  
38 returning to campus from outlying assignments where no prepa-  
39 ration facilities are provided), but whose teaching load does not  
40 include a factor for travel time, shall, in addition to the established  
41 mileage allowance, receive additional compensation, for lost  
42 preparation time, as follows:

	<b>Travel Zone</b>	<b>Straight Line Miles</b>	<b>Compensation Per Trip</b>
3	0	0 to 1	None
4	1	Over 1 to 4	\$ 3.00
5	2	Over 4 to 8	\$ 6.00
6	3	Over 8 to 15	\$ 9.00
7	4	Over 15 to 30	\$12.00
8	5	Over 30 to 45	\$15.00
9	6	Over 45	\$18.00

10 **B.** The miles per trip shall be calculated on a straight line basis  
 11 from one work location to another, according to an official map of  
 12 the Milwaukee Area Technical College District.

13

14 **APPENDIX F — HSCS Modifications**

15 **ARTICLE IV — Hours and Working Conditions**

16 **Section 19 — School Calendars**

17 Changes in the MATC school calendar may be made to  
 18 accommodate high schools with conflicting calendars. The teach-  
 19 ers involved and the Union shall be informed of such changes.

20

21 **APPENDIX G — Non-teaching Professional Modifications**

22 All provisions of the Agreement for Teachers shall apply to  
 23 the Nonteaching Professionals who are within the collective bar-  
 24 gaining unit defined in Article I, Sec. 1 [A.-2.], except as indicated  
 25 in this Appendix. All headings — Article and Section numbers in  
 26 this Appendix correspond to the headings — Article and Section  
 27 numbers in the basic Agreement.

28

29 **ARTICLE IV — Hours and Working Conditions**

30 **Section 6 — Assigned Overtime**

31 **B.** Counselors, outreach specialists and school nurses who are  
 32 assigned work of a professional nature beyond the normal work  
 33 week shall receive compensatory time off on a straight time basis  
 34 up to 40 hours per week and receive compensatory time off on a  
 35 time and one half basis for all hours of work after 40 hours per  
 36 week. Compensatory time off up to a total of 50 hours may be  
 37 accumulated indefinitely; accumulated compensatory time off  
 38 which exceeds 50 hours shall be taken prior to the end of the  
 39 fourth month following the month in which the excess was accu-  
 40 mulated. Prior authorization for scheduling such compensatory  
 41 time must be obtained from the employee's supervisor.

42 **C.** Overtime assignments shall be voluntary on the part of the

1 employee except that the supervisor may make involuntary  
2 assignments of overtime where sufficient qualified employees are  
3 not available on a voluntary basis or where acceptance of the  
4 offer of any individual to work overtime would result in excessive  
5 compensatory time off that would unduly disrupt the work of that  
6 individual during regular hours.

### 7 **Section 7 — Part-Time Appointments**

8 Both parties recognize the contribution, value, and necessi-  
9 ty of using part-time (assignments under 50%) employees in cer-  
10 tain programs and locations and times. Whenever there is a  
11 regular, full-time position vacant it should be filled by a qualified  
12 employee if such is available. Part-time employees may be  
13 employed in programs or locations or at times where it is difficult  
14 to recruit or utilize regular full-time employees. MATC does not  
15 intend to use part-time employees for the purpose of limiting par-  
16 ticipation in the bargaining unit and therefore will annually, in the  
17 spring, evaluate part-time appointments for the purpose of deter-  
18 mining whether regular full-time employees should be recruited to  
19 perform the required work.

### 20 **Section 8 — Teaching Duties and Assignments**

21 **A.** Employees will not be required to discipline students for  
22 offenses such as tardiness, absenteeism, and class disruption.

23 **B.** Employees shall not be assigned non-professional duties  
24 such as cafeteria, assembly, and commencements.

25 **C.** Employees may express, in writing, preferences in work  
26 assignments. Such requests may be submitted at any time. The  
27 supervisor shall reply to any such request within thirty (30) days.  
28 Employees may discuss their work schedule with their immediate  
29 supervisor prior to scheduling.

30 **D.** The appropriate supervisor shall consult, upon request, with  
31 the employee prior to establishing work assignments. Except  
32 where otherwise required by unanticipated or emergency situa-  
33 tions, employees shall be notified of major changes in work  
34 assignments not less than thirty (30) days before the changes are  
35 implemented.

36 **E.** In assigning duties, the appropriate supervisor will give con-  
37 sideration to the respective areas of the professional competence  
38 and experience of the employee as well as the welfare of the  
39 employee and the needs of the students and the program.

40 **F.** When it is necessary for counselors to work in the evenings,  
41 that work will be shared on an equitable and rotational basis.

42 **G.** Any long-term (more than two weeks) change in shift which

1 does not jeopardize departmental needs shall be done on a vol-  
2 unteer basis. If there are no volunteers, assignments will be  
3 based on seniority and rotation.

4 **H.** Any counselor doing weekend work will earn time and one  
5 half compensatory time off. Assignments will be made on an equi-  
6 table and rotational basis among those counselors hired after  
7 August 1, 1990.

## 8 **Section 9 — Teaching Load, Limitations, and Special** 9 **Assignments**

10 **A.** Upon approval of the immediate supervisor, a counselor  
11 may move to an approved separate work area to complete nec-  
12 essary paperwork free from student contacts for such period as  
13 the supervisor approves.

### 14 **B. Limitations**

#### 15 **5. Protection of Full-Time Work Loads**

16 It is the intent of the Board to make reasonable efforts to  
17 assure that a regular full-time employee shall continue to  
18 receive full-time assignments before suffering a reduction in  
19 work load to part-time status or before being laid off. The  
20 parties recognize that declining enrollments, either general-  
21 ly or in particular fields, as well as other changing circum-  
22 stances may require corresponding staffing adjustments  
23 and consequently nothing herein shall constitute a guaran-  
24 tee of employment or shall limit the lawful discretion of the  
25 Board in effecting work assignments and layoffs. In attempt-  
26 ing to avoid reduction of a regular full-time employee below  
27 a full-time work load, the following principles shall apply:

28 **a.** This provision shall not apply to compensatory  
29 reductions assigned to compensate for prior overtime  
30 assignments but shall only apply to reduced schedules  
31 resulting from a lack of full-time work assignments.

32 **b.** If an employee would otherwise have a reduced  
33 assignment, the employee may be assigned to, or vol-  
34 unteer for weekend college work of the same general  
35 nature (i.e., counseling for counselors, specialist work  
36 for specialists, or nursing for nurses) providing there is  
37 an opening for such an assignment. In such event:

38 **(1)** the normal limitations upon the work day  
39 and the work week shall not apply, and

40 **(2)** such assignments shall be given the same  
41 hourly credit toward the work schedule and shall  
42 be compensated the same as regular day work.

1 c. An employee may refuse such additional assign-  
2 ments but in such event the employee may be subject  
3 to layoff or reduction to part-time status. If an employ-  
4 ee refuses an additional assignment, or continues to  
5 have a reduced assignment including the additional  
6 assignment, he/she will not necessarily receive an  
7 additional assignment to bring his/her work schedule  
8 to 100%. Such employees will have a right to appeal  
9 on the basis of "hardship" to the Provost whose deci-  
10 sion will be final and binding. The Provost will work out  
11 an appeal procedure to give the employee due  
12 process. Any employee who is subject to layoff or  
13 reduced to part-time status shall have the first oppor-  
14 tunity to accept a reduced part-time assignment before  
15 such work is offered to any person outside the bar-  
16 gaining unit.

#### 17 **Section 14 — Layoff**

18 **A.** Whenever a layoff is deemed necessary by the Board, a list  
19 of counselors, outreach specialists, school nurses, senior spe-  
20 cialist accountants, and coordinator of cash management from  
21 the affected area will be made. From this list, volunteer(s) for lay-  
22 off will be solicited. When a final determination of the affected  
23 area and number of positions to be reduced is not yet determined  
24 by the end of the school year, employees who may be interested  
25 in volunteering for a layoff must leave a self-addressed stamped  
26 envelope with the Office of Human Resources indicating such  
27 interest if they will not be available to receive general District  
28 communications.

29 **B.** If there are more volunteer(s) than needed, the volunteer(s)  
30 will be laid-off by seniority, from the most senior to the least sen-  
31 ior. An employee who accepts a voluntary layoff shall have the  
32 right to return to work if their seniority allows, after one school  
33 year. A new volunteer for layoff shall then be solicited and if there  
34 are no volunteer(s) the following paragraphs shall apply.

35 **C.** During the layoff year, the employee on a voluntary layoff  
36 will be given the option to return to active employment in the  
37 event a vacancy occurs for which he or she is qualified.

38 **D.** Whenever a layoff is deemed necessary by the Board, if  
39 there is a lack of volunteers for layoff, the employee with the least  
40 seniority within the affected classification shall be laid off first. For  
41 the purpose of this section there are three classifications, Coun-  
42 selors, Outreach Specialists and School Nurse. The employee

1 and the Union shall receive notification as soon as possible con-  
2 cerning such layoffs, but in no event shall said notice be less than  
3 thirty (30) calendar days.

4 **E.** An employee laid off involuntarily shall have the right to  
5 return to any vacant position provided the employee is qualified  
6 for the position.

7 Employees subject to layoff (voluntary or involuntary) may  
8 assume a vacancy in the Counselors, Outreach Specialists and  
9 School Nurse classification if they are qualified for such vacant  
10 position. Absent vacancies in these classifications, the employee  
11 may assume a vacancy in a full-time teaching position for which  
12 they are qualified. Absent a full-time position teaching vacancy,  
13 the employee may assume part-time teaching position before  
14 such work is assigned to any teacher outside the bargaining unit  
15 per Article IV, Sec. 9 [B.-5.-b.,e.,f].

## 16 17 **ARTICLE IV — Hours and Working Conditions**

### 18 **Section 15 — Vacancy and Transfer Procedure**

19 **B.** Counselor vacancies:

20 1. Fifty percent (50%) of the LTE positions within the  
21 Counselor classification shall be filled by the most senior  
22 qualified Outreach Specialist applying for the position.

23 2. For purposes of this section, in regard to full-time reg-  
24 ular vacancies in the Counselor classification, seventy-five  
25 percent (75%) of all vacancies shall be given to the most  
26 senior qualified Outreach Specialist who applies for the  
27 position (after all transfer requests by Counselors have  
28 been completed).

### 29 **Section 19 — In-Service Training**

30 In each contract year, each counselor shall be scheduled for  
31 two (2) full days or four (4) half days of in-service training.

### 32 **Section 21 — Seniority**

33 **A.** Seniority at MATC shall be determined by date of appoint-  
34 ment. Whenever two (2) or more persons are appointed on the  
35 same date, an impartial drawing shall be conducted by the par-  
36 ties to this Agreement.

37 **D.** Separate seniority lists for full-time and part-time nonteach-  
38 ing employees, showing district and department seniority, shall  
39 be provided the Union by the Office of Employee Services not  
40 later than September 1 of each year.

41 **F.** For transfer and layoff purposes, seniority shall be deter-

1 mined upon the basis of district-wide seniority as defined in  
2 Article IV, Sec. 21 [A.].

3 **Section 25 — Vacations**

4 **A.** Amount of Vacation: Each counselor and outreach special-  
5 ist shall be allowed four (4) weeks of vacation after one (1) year  
6 of service. Counselor and outreach specialist vacation shall be 5  
7 weeks after 15 years of service in that classification.

8 Each school nurse, senior specialist accountant and coordi-  
9 nator of cash management shall be allowed two (2) weeks of  
10 vacation after one (1) year of service, three (3) weeks after five  
11 (5) years, four (4) weeks after ten (10) years, and five (5) weeks  
12 after fifteen (15) years.

13 **B.** Vacation Procedures

14 1. The vacation year shall run from July 1 through June  
15 30, and vacation may be taken with supervisory approval  
16 from April 1 of the year in which it was earned through June  
17 30 following the year in which the vacation was earned.

18 Scheduling of vacations shall be subject to departmental  
19 work requirements.

20 2. If vacation time is taken before June 30 of the year in  
21 which it is earned, then the amount allowed at the time  
22 should not exceed the amount earned. Vacation time cannot  
23 be taken before it is earned or within the first six (6) months  
24 of employment.

25 3. Vacation may be scheduled for a minimum of one-half  
26 (1/2) day at a time.

27 4. Vacation days in excess of 5 days may be postponed  
28 one (1) subsequent vacation year only when approved in  
29 advance by the employee's cabinet Division Head and the  
30 MATC President. Five vacation days or fewer may be  
31 postponed one (1) subsequent vacation year only when  
32 approved in advance by the employee's immediate  
33 supervisor.

34 5. When holidays observed by MATC fall within a vaca-  
35 tion period, the vacation day will be carried over. An  
36 employee who becomes disabled for more than three (3)  
37 days during a vacation period may reschedule the vacation  
38 days lost providing this disability is supported by a doctor's  
39 statement.

40 6. Vacation shall be prorated based upon the number of  
41 weeks worked in the vacation year. Fractions of days above  
42 .50 shall equal one (1) full vacation day, and fractions of

1 days below .50 shall be dropped.

2 7. Employees terminating employment after successful  
3 completion of the probationary period will receive a prorated  
4 vacation allowance for the period worked during the vaca-  
5 tion year.

6 **Section 26 — Holidays**

7 **A.** Recognized Holidays: Employees will receive the following  
8 holidays with pay when they occur during the period the employ-  
9 ee is working:

- 10 1. New Year's Day
- 11 2. Good Friday
- 12 3. Flexible holiday during Easter recess
- 13 4. Memorial Day
- 14 5. Independence Day
- 15 6. Labor Day
- 16 7. Thanksgiving Day
- 17 8. Day following Thanksgiving Day
- 18 9. Day before Christmas Day
- 19 10. Christmas Day
- 20 11. Day before New Year's Day
- 21 12. Flexible holiday during Christmas recess
- 22 13. Martin Luther King, Jr. Day

23 **B.** Holiday Rules

24 If any holiday falls on Saturday or Sunday, the employee  
25 shall be permitted one (1) compensatory day off. Such day shall  
26 be the day before or the day after the weekend if the school is  
27 closed on such day. If the school is not closed on such day, the  
28 compensatory day off may be selected by the employee within  
29 three (3) months after the holiday, subject to the approval of the  
30 supervisor.

31 **ARTICLE VI — Salaries and Professional Growth**

32 **Section 1 — Salary Schedule**

33 **B.** An employee who is not at the maximum rate and who has  
34 fulfilled cyclical requirements for certification purposes, shall  
35 advance one (1) step on the salary schedule after each twelve  
36 (12) months of employment. For this purpose paid leave shall be  
37 credited toward the twelve (12) months but unpaid leave shall not  
38 be credited. The senior worker salary indicated as S.W. in Appen-  
39 dix B shall apply one (1) year after the employee has reached the  
40 last step of the classification and has completed at least ten (10)  
41 years of service.  
42

1     **Section 2 — Salary Determination**

2     **A.** Except as provided in paragraph [B.] OR [C.] below, new  
3 employees will be placed in Step 1 of the salary schedule.

4     **B.** The parties recognize the fact that certain employees are in  
5 especially great demand and those qualified for successful  
6 employment in our institution may be in short supply. Thus, the  
7 Provost may exercise his/her judgment in such cases by adding  
8 one or two increments at the time of initial employment. Further  
9 increments can be added with the approval of the Union.

10    **C.** An employee who is transferring from a position at MATC  
11 which was compensated on a school year basis will be placed on  
12 the lowest step of the biweekly salary schedule which would  
13 result in an annual salary that equals or exceeds 115% of such  
14 employee's previous school year salary.

15    **D.** The letter of appointment of newly hired employees shall  
16 describe how the employee's salary step was determined.

17     **Section 4 — Salary Reclassification**

18    **A.** Programs of study or courses which have not received prior  
19 approval by the Dean or Campus Vice President shall be credit-  
20 ed for salary reclassification only if approved at the discretion of  
21 the Provost. To avoid misunderstanding, employees are encour-  
22 aged to obtain advance approval.

23    **B.** Salary reclassification, following the completion of require-  
24 ments for the new class, shall be effective only if requested by an  
25 application and supported by appropriate documentation. Salary  
26 reclassification will be effective as of January 1, June 1, or Sep-  
27 tember 1 (the "effective date"). If the application for reclassifica-  
28 tion is received prior to an "effective date" and documentation is  
29 furnished as soon as it is available, the reclassification shall  
30 be effective at the first "effective date" following the date of  
31 application.

32  
33     **ARTICLE IX — Leaves of Absence**

34     **Section 1 — Sick Leave**

35     **A.** Computation and Accumulation

36        **1.** All full-time employees shall earn fifteen (15) days of  
37 sick leave credit per year, with maximum full-time accumu-  
38 lation up to 150 days and with unlimited accumulation of  
39 one-half (1/2) day of sick leave for each accumulated full  
40 day unused over 150 days. A day shall be defined based  
41 upon the number of hours the employee is required to  
42 work/day. Employees hired after September 1 of any year

1 shall be credited with a proportionate amount based upon  
2 one and one-half (1-1/2) days of sick leave per each remain-  
3 ing month to a maximum of fifteen (15) days of sick leave  
4 credit per year.

5 2. Part-time employees who are regularly scheduled to  
6 work a 50% work schedule or more per week on a school  
7 year basis shall earn sick leave credit on a prorated basis.

## 8 **Section 7 — Professional Leave**

9 **A.** Definition: Professional leave shall be defined as leave  
10 granted for attendance at conferences, conventions, workshops,  
11 institutes, school visitations, and other similar meetings which are  
12 related directly to the specific work assignment of the employee,  
13 or are otherwise approved by the immediate supervisor. Approval  
14 shall be granted for attendance at the WFT Annual Convention  
15 which includes programs related to counseling functions, subject  
16 however to departmental needs as specified in paragraph [C.]  
17 below.

18 **C.** Request and Approval: Employees shall submit a request to  
19 their immediate supervisor thirty (30) days in advance of the  
20 meeting if possible. The supervisor shall approve such requests  
21 within five (5) days provided the absence of the employee would  
22 not disrupt departmental needs.

23 **D.** Coverage of Work Assignments: Employees going on pro-  
24 fessional leave shall assist supervisors in arranging coverage of  
25 work assignments by other employees.

## 27 **ARTICLE XI — Academic Freedom**

### 28 **Section 1 — Within MATC**

29 The spirit of this institution, developed and sponsored under  
30 progressive administrative and employee leadership, encourages  
31 the communication, investigation, and publishing of findings in an  
32 atmosphere of freedom and confidence which shall continue to  
33 be upheld by the Board. We believe that when students are  
34 exposed to a variety of opinions and beliefs, greater knowledge  
35 and maturity of judgment generally are promoted. The statement  
36 of philosophy expressed in this paragraph shall not be subject to  
37 the grievance and arbitration procedure and shall not be consid-  
38 ered or relied upon in any grievance or arbitration relating to any  
39 other matter.

1 **APPENDIX H — Special Workload Agreements**  
2 **Article IV — Hours and Working Conditions**  
3 **Section 9 — Teaching Load, Limitation, and Special**  
4 **Assignments**

5 **A.** The teacher's weekly class load shall be based upon the fol-  
6 lowing formula:

7 **12. Other Formulas**

8 **a.** Physical Education Workload Calculations: The  
9 survey portion of Physical Education 101 or any simi-  
10 lar portion of other Physical Education courses will  
11 receive 1/20 or 5% credit and, where this represents  
12 less than the full course, this portion will be averaged  
13 with the other portions of the  
14 course to determine the load credit for the entire  
15 course.

16 **b.** Health Occupations Workload Calculations:

17 **(1)** Extended lab or required attendance  
18 assignments:

19 **(a)** Any Practical Nursing or Associate  
20 Degree Nursing teacher who has an  
21 extended laboratory and/or clinical unit (out-  
22 side MATC) shall be given up to an 18%  
23 (3% per period) professional assignment  
24 load to the extent that the following profes-  
25 sional assignments are required:

- 26 i) records and reports;  
27 ii) making clinical/lab assignments;  
28 iii) faculty meetings.

29 **(b)** For all other health occupations teach-  
30 ers, any other regular weekly assignment,  
31 committee, or other, made by the school  
32 which requires attendance shall be credited  
33 at 1/32 for each period required.

34 **(c)** The special credits provided in this  
35 paragraph do not apply to activities contem-  
36 plated by the regular workload formula as  
37 applied in other departments, such as  
38 monthly faculty meetings, normal curricu-  
39 lum development, maintenance of normal  
40 student records, set-up of labs, etc.

41 **(2)** A lecture-lab/clinical conference is defined  
42 as a scheduled period of time within a clinical lab-

1 oratory course which is used for group presenta-  
 2 tions, group discussion, and/or group lectures  
 3 regarding concepts being applied to or to be  
 4 applied within that clinical lab. In Associate  
 5 Degree Nursing and Licensed Practical Nursing  
 6 courses where teachers are assigned a lecture-  
 7 lab/clinical conference, a 5% load factor will be  
 8 added for each such 55-minute teaching period  
 9 per week. Examples of such courses are 105,  
 10 109, 117, 119, 121, 122, 172, 174, 175, 176, 178,  
 11 179, and 182.

12 **(3)** In Nursing courses 175, 176, 178, and 179,  
 13 teachers are presently assigned as a group to  
 14 each four (4) hour lecture component of each  
 15 course. For example: in a group of six teachers,  
 16 each teacher receives a load of 20% based on  
 17 13% for lecture and 7%(average for 6 teachers)  
 18 for the team-lecture formula.

19  
 20 Formula Example:

21	1 teacher for a 2 period lecture	13%	13%
22	5 teachers attending 2 periods		
23	at 3% for each period	30%	
24		43%	= $\frac{7\%}{6}$
25	TOTAL		= 20%

26  
 27 **(4)** Past practice in assignment of workload  
 28 credit for coordination activities in health occupa-  
 29 tions programs shall be continued except in  
 30 those programs where activities comparable to  
 31 coordination are performed as part of the regular  
 32 duties and no separate workload credit or profes-  
 33 sional assignment is given for such activities. The  
 34 administration will make reasonable efforts to  
 35 divide such duties on an equitable basis among  
 36 the teachers in the program.

37  
 38 **APPENDIX I — Memorandums of Understanding**

39 **1. Full-time/Part-time Staff**

40 **A.** The present level of General Fund staffing (i.e. number of  
 41 full-time positions as of September 30, 1989) shall be maintained  
 42 for the duration of the agreement, absent a substantial decline in

1 fiscal resources or loss of program viability (i.e. LPN 1985/86).  
2 **B.** The parties agree that increasing the (FTE/call staff ratio) is  
3 an educationally desirable goal. The Administration intends to  
4 increase the FTE/call staff ratio above the present level for the  
5 1992-93 school year.

6 **2. President's Office**

7 The District shall provide private office space for the Union  
8 President at the Downtown Campus.

9 **3. Faculty Load Factors Committee**

10 The parties agree to the creation of a special labor-man-  
11 agement committee that will begin to meet as soon as possible,  
12 but no later than September 1, 2004, and which will render a  
13 report and recommendations to the bargaining teams on faculty  
14 load and class capacity issues by the beginning of March of 2005.  
15 The bargaining teams will meet immediately with the intent to  
16 reach agreement on recommendations to present to the L212  
17 members and MATC Board for ratification by July 1, 2005, or as  
18 soon as possible thereafter. Included in the charge of the com-  
19 mittee will be:

- 20 **a.** All issues related to the cost effective calculation  
21 of faculty loads and class size for regular courses and  
22 courses delivered on line and/or other alternative modes of  
23 instruction;
- 24 **b.** An assessment of the effect of load calculations on the  
25 quality of teaching and learning;
- 26 **c.** Analysis and modification of the lab workload formula;  
27 and
- 28 **d.** distance learning calculations.
- 29 **e.** Analysis and modification of load factors in 400 Level  
30 courses;
- 31 **f.** Class size and load issues in CIS courses.

32 **4. Occupational and Academic Currency Program**

33 **A.** The college needs to respond to technological advances by  
34 promoting faculty and staff opportunities to obtain current work  
35 experience. MATC proposes to expand the existing Occupational  
36 Competency Grant Program with the following goals:

- 37 **1.** To encourage at least one-fifth of the faculty to partici-  
38 pate in the program each year and all faculty to participate  
39 once in a five-year period;
- 40 **2.** To provide incentives for employee participation.

1     **B. Programs**

2     **1. Intensified Employment Contract** — an employment  
3 contract of up to six weeks with three to five weeks spent  
4 with an outside employer and up to two weeks used to sum-  
5 marize the work experience and to channel the benefits  
6 back to MATC in the form of a paper, a project, a workshop,  
7 a presentation, a curriculum update, or other similar activity  
8 as proposed by the applicant. The work week shall be the  
9 hours established by the Labor Agreement. Pay shall be  
10 Class 0, Step 0 for those hours. The Occupational and Aca-  
11 demic Currency Committee, with input from the division,  
12 shall be responsible for approving the projects that will be  
13 funded and for reviewing those same projects for satisfacto-  
14 ry completion. The Occupational and Academic Currency  
15 Committee shall be a joint labor-management committee of  
16 six members.

17         **a.** A stipend will be paid by MATC and funding  
18 sources, without any salary from the employer.

19         **b.** Faculty and counselors shall submit proposals to  
20 the Occupational and Academic Currency Committee  
21 beginning from the start of the school year but with  
22 enough lead time to assure that the committee can  
23 make timely decisions. The Occupational and Aca-  
24 demic Currency Committee shall notify the faculty of the  
25 project approval or disapproval prior to the scheduling  
26 of summer school assignments on or about March 1.  
27 The Occupational and Academic Currency Committee  
28 shall notify counselors of the project approval or dis-  
29 approval in a timely manner.

30         **c.** Standards as to what will constitute satisfactory  
31 completion will be determined by the Occupational and  
32 Academic Currency Committee and communicated in  
33 writing to the applicant and his/her division dean or  
34 supervisor at the time of the approval of the project.  
35 The applicant must decide at this time whether or not  
36 to commit to the project.

37         **d.** For the faculty applicant choosing the Intensified  
38 Employment Contract, the stipend is limited to Step 0  
39 – Class 0 for the duration of the contract period, which  
40 will be a maximum of six weeks. The contract period  
41 for pay shall be designated by the applicant in the orig-  
42 inal proposal, selected from the options shown below:

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Weeks of Compensation	Weeks with Employer	Weeks on Project
4	3	1
5	3	2
5	4	1
6	4	2
6	5	1

**e.** For the case of instructors/counselors/staff, contract pay will be paid on regularly scheduled paydays beginning with the start of the weeks with the employer. This pay will be for the weeks with the employer.

**f.** Completed projects must be submitted on or before the first day of school. All projects must be reviewed within 15 days of submission. All project pay must be made within 15 days of project approval. The Dean of Instructional Design has the right to approve all projects without the consent of the committee. Projects not approved by the dean must go to the full committee for review no later than September 15. If the project is not approved by the full committee, the instructor must be notified within three working days of the committee's decision. Projects not approved may be resubmitted until December 1, at which time projects will no longer be considered for approval. Projects not submitted by the first day of school, will be reviewed at the convenience of the committee, with notification to the instructor by the committee by November 1.

**g.** Participation in this option will be in lieu of summer school participation as long as timely notification has occurred per [b.] above.

**h.** For the case of counselors, the committee will review projects for satisfactory completion and notify the counselor of their decision within one month of the project completion date. If the completion of the project is not satisfactory then one week's compensation may be deducted from a subsequent pay check and held until the committee is satisfied with the project completion. If the counselor does not receive notice within one month of the project completion date the project will be considered satisfactory.

- 1 i. Counselors whose Occupational and Academic  
2 Currency Proposal has been approved will be com-  
3 pensated at their current step in their Salary Schedule.  
4 The compensation shall be paid at normally scheduled  
5 salary intervals. The Employment Contract can be less  
6 than four weeks.
- 7 j. This shall be a pilot project during this  
8 agreement.
- 9 **2. Summer/Part-Time/Consultant Employment — All**  
10 **external employment may be considered as professional**  
11 **growth, and staff will be encouraged to participate and docu-**  
12 **ment the activities. A stipend in addition to salary paid by**  
13 **employer may be awarded, as funding sources may be**  
14 **arranged.**
- 15 **a.** Applicant choosing summer employment may be  
16 compensated by employer, in addition to \$100 per  
17 week stipend paid by MATC with same \$1,000 limit.
- 18 **b.** Stipend is for non-contract periods or vacation  
19 periods of full-time faculty or counselors.
- 20 **c.** Applicant is expected to identify proposed  
21 employer activities, relevant experiences, application  
22 to MATC position, possible dates of employment, term  
23 of employment, confirmation of appointment with  
24 employer, and cancellation of appointment if should  
25 occur. All communication with prospective employer is  
26 responsibility of faculty member or counselor.
- 27 **d.** Applicants are approved by division and recom-  
28 mended in priority order.
- 29 **e.** Stipends are awarded based on approval of the  
30 Executive Vice President and depending upon fund  
31 availability. Faculty must arrange for final acceptance  
32 by employer within two weeks of awards.
- 33 **3. Faculty/Staff Exchange — Staff may take a semester**  
34 **or year leave to return to industry, to obtain new skills.**  
35 **Industry person may take position at MATC on exchange**  
36 **basis. A stipend for salary differences may be compensated,**  
37 **as funding sources may be arranged. Applicants are**  
38 **approved by division and recommended in priority order.**
- 39 **C.** The MATC Occupational and Academic Currency Commit-  
40 tee shall establish and administer procedures for the program.

- 1 The committee shall consist of six members:
- 2 1. Executive Vice President's Council representative
  - 3 2. Instructional Development office
  - 4 3. Staff Development office
  - 5 4. Three Faculty/Counselors appointed by Local 212
- 6 **D. Certification Renewal:** Individuals who obtain current work  
7 experience through the Occupational and Academic Currency  
8 Program will be eligible to earn credits for certification renewal  
9 and reclassification according to District and state standards.
- 10 **E.** All participation in the Occupational and Academic Curren-  
11 cy Program shall be voluntary.
- 12 **5. Summer School**
- 13 The parties agree to the following concerning summer  
14 school: for the summer of 1993 and thereafter, the entire FTE  
15 authorized by the Board shall be paid to full-time MATC teachers  
16 at class and step.
- 17 **6. Payroll Plans**
- 18 MATC will make every effort to improve the timeliness of the  
19 processing of payroll deduction service accounts under the cur-  
20 rent payroll system.
- 21 **7. Stacked Classes**
- 22 **A.** Ref. Article IV, Sec. 9, [A.-12.-c.]. Combined Courses. The  
23 current limited practice of off-setting combined/stacked courses  
24 (Departments 420 and 421, related courses, full-time faculty, day  
25 courses only, class size greater or equal to twelve (12) shall con-  
26 tinue without expansion while the issue of combined/stacked  
27 classes is under study.
- 28 **B.** The study shall be completed and recommendations made  
29 to the Provost and Local 212 President for approval and imple-  
30 mentation by February 1, 1996.
- 31 **C.** Commencing with the ratification of this agreement, the Par-  
32 ties agree to form a joint committee on Combined/Stacked Cours-  
33 es. The Committee shall be composed of six (6) members, (3  
34 faculty appointed by Local 212 and 3 administrators). A faculty  
35 and an administrator shall co-chair the Committee. The Commit-  
36 tee is charged with:
- 37 1. considering the best interests of a diverse student pop-  
38 ulation in any proposal
  - 39 2. determining necessary changes in delivery of instruc-  
40 tion to improve quality of instruction and student/faculty  
41 interaction
  - 42 3. addressing the merit of off-set scheduling



1                   fer programs (as defined in Paragraph #12  
2                   below) that are accepted as program-required  
3                   courses (non-electives) at two or more four-year  
4                   colleges or universities.

5                   **B.** All faculty not meeting the above definitions are  
6                   “NONTRANSFER FACULTY.”

7                   **C.** Regarding paragraph A, 2) above, if at any time  
8                   this provision creates a problem in negotiations over  
9                   articulation agreements with four year institutions,  
10                  Local 212 will consider written requests for exceptions  
11                  to this definition.

## 12                  2.   PROCESS FOR STANDARDS

13                  All instructors shall meet the credentialing standards  
14                  as established by the instructional departments and adopt-  
15                  ed by the MATC District Board except those defined as  
16                  “Non-Transfer Faculty” in Paragraph 1, B, above. The cre-  
17                  dentialing standards for 105 departments have been deter-  
18                  mined and were endorsed by the Credentials Committee in  
19                  a process that ended April 10, 2000. These standards are  
20                  posted on the MATC desktop computer under “MATC  
21                  INFORMATION MENU/NCA CREDENTIALS MENU.” A fac-  
22                  ulty member or an administrator can request reconsidera-  
23                  tion of the standards.

24                  If a department that is currently not a “transfer depart-  
25                  ment,” (i.e., not composed entirely of “TRANSFER  
26                  FACULTY” as defined in Paragraph 1 above), subsequently  
27                  becomes a transfer department due to changes in curricu-  
28                  lum or changes in articulation agreements, including new  
29                  articulation agreements, the following shall apply:

30                  **A.** The department will discuss and determine cre-  
31                  dentialing standards. If no consensus is arrived at with  
32                  the result that there are two more competing sets of  
33                  standards, the choice will be made by secret ballot  
34                  supervised by Local 212. Deans and Associate Deans  
35                  may have collegial input in the discussion.

36                  **B.** The department’s standards will then be  
37                  reviewed by the Credentials Committee (consisting of  
38                  four faculty representatives appointed by Local 212  
39                  and four administrators appointed by the chief aca-  
40                  demic officer). This committee will either endorse the  
41                  standards or send them back to the department with  
42                  suggestions of changes. Once endorsed, the Creden-

1 tials Committee will forward a department's standards  
2 to the chief academic officer and the president who will  
3 both concur with the recommendation of the Creden-  
4 tials Committee.

5 **C.** In the event that the Credentials Committee can  
6 achieve neither consensus nor a majority in favor of  
7 endorsing standards, the matter will be forwarded to a  
8 review panel consisting of three faculty members  
9 selected by Local 212, three college administrators  
10 (appointed by MATC's Provost), and an external expert  
11 in the subject-content field agreed to by Local 212 and  
12 recommendation of this review panel will be forwarded  
13 to the department for its consideration. If the depart-  
14 ment agrees with the recommendation, then the  
15 process proceeds to Paragraph 2, D, below. Costs  
16 associated with the external expert will be paid jointly  
17 by the College and Local 212.

18 **D.** In the event that the review panel is unable to  
19 reach a consensus recommendation or the depart-  
20 ment does not agree with the recommendation, the  
21 standards defined by the department will be forwarded  
22 to the MATC President. After consulting with MATC's  
23 Provost the MATC President will review that standards  
24 with the President of Local 212 and they will forward a  
25 consensus recommendation to the MATC District  
26 Board.

27 Paragraphs 2, A, B, C and D will apply to the  
28 standards of any new departments that may be creat-  
29 ed in the future, as well as to any standards that a  
30 department votes to reconsider. It will also apply to the  
31 departments in which exceptions are granted per  
32 Paragraph 1, C, above.

33 Paragraphs 2, C and D will apply to the English  
34 Department standards that are presently under review  
35 and discussion.

36 **E.** The Credentials Committee will establish an  
37 appeal process to address disagreements between  
38 faculty member and deans over credits  
39 deemed acceptable for compliance with department  
40 standards.

41 **3. RATE OF CREDITS TO BE TAKEN**

42 The following will apply to all "TRANSFER FACULTY"

1 who are non-compliant in meeting MATC Academic Stan-  
2 dards. Absent justifiable extenuating circumstances, begin-  
3 ning January 2001, non-compliant "TRANSFER FACULTY"  
4 must complete eighteen appropriate graduate or undergrad-  
5 uate credits over a three-year period until compliant. After  
6 two years the associate dean or supervisor will notify the  
7 faculty in writing of the progress that has been documented,  
8 the number of credits that remain to be completed in the  
9 third year, and will remain each faculty member that failure  
10 to meet the standard will result in layoff. After three years  
11 faculty who do not meet this rate shall be subject to layoff.  
12 Faculty who rectify deficiencies after being laid off will be  
13 recalled, based upon seniority, in the subsequent semester.

#### 14 4. TRANSFERS

15 **A.** Beginning January 1, 2001, all faculty who vol-  
16 untarily transfer to another department and wish to  
17 become "TRANSFER FACULTY" must meet state cer-  
18 tification requirements for the desired position. If such  
19 faculty are non-compliant in the receiving department,  
20 they must complete eighteen appropriate graduate or  
21 undergraduate credits over a three-year period until  
22 compliant reminder, and layoff provisions as stated in  
23 Paragraph #3 above. These faculty are not eligible for  
24 the tuition reimbursement program.

25 **B.** Beginning August 1, 2000, all faculty, who trans-  
26 fer or wish to transfer to another department because  
27 of planned layoff, planned program reduction, or  
28 planned program termination, and who become non-  
29 compliant "TRANSFER FACULTY" in the receiving  
30 department, must meet state certification requirements  
31 for the desired position. Such faculty will complete  
32 eighteen appropriate graduate or undergraduate cred-  
33 its over a three-year period until compliant with MATC  
34 Academic Standards. After three years faculty who do  
35 not meet this rate shall be subject to receiving the  
36 same notification, reminder, and layoff provisions as  
37 stated in #3 above. Faculty under this paragraph will  
38 be eligible for tuition reimbursement.

39 **C.** As of August 1, 2002, part-time faculty wishing to  
40 be hired as full time faculty must meet the established  
41 MATC Academic Standards or need eighteen credits  
42 or less to become compliant with those standards prior

1 to being offered a contract. From now until July 31,  
2 2002, part-time faculty wishing to be hired as full time  
3 faculty must meet state certification requirements and  
4 commence the process of completing eighteen appro-  
5 priate graduate or undergraduate credits over a three  
6 year period towards compliance.

7 **5.** All full-time and part-time "TRANSFER FACULTY",  
8 (except for the voluntary transfers referenced in Paragraph  
9 4, A above) shall receive 100% tuition reimbursement for up  
10 to 18 credits leading to compliance in each 3 year cycle, the  
11 first of which commences January 1, 2001. All full-time and  
12 part-time "TRANSFER FACULTY" who need more than 18  
13 credits shall be reimbursed at a rate of 75% for those cred-  
14 its taken after initial 18 credits are completed until the facul-  
15 ty member is compliant.

16 **6.** All "TRANSFER" and "NON-TRANSFER FACULTY"  
17 who took courses to become compliant since July 1, 1997,  
18 shall receive 100% tuition reimbursement for up to twelve  
19 credits per year, leading to compliance, for courses taken  
20 from July 1, 1997 through December 31, 2000.

21 **7.** Only grades of "B" or better shall be eligible for reim-  
22 bursement for courses leading to compliance.

23 **8.** Credits earned for compliance are eligible for re-certifi-  
24 cation and reclassification.

25 **9.** Faculty who were on sabbatical in academic school  
26 years 1999/2000 and 2000/2001 may use the tuition reim-  
27 bursement program for credits that led to compliance. Fac-  
28 ulty who are/were on sabbatical in any other years are not  
29 eligible for tuition reimbursement.

30 **10.** All part-time faculty who decline an assignment to take  
31 a minimum of three credits toward compliance will accrue  
32 seniority for that semester.

33 **11.** Memoranda of understanding dated 3-11-98, 5-15-98,  
34 12-20-98, and 2-8-99 concerning NCA compliance shall be  
35 null and void.

36 **12.** In Program-to-program Transfer Articulation Agree-  
37 ments with four year institutions, an MATC student who  
38 graduates with an Associates of Applied Science or an  
39 Associates of Applied Arts major may transfer all, or nearly  
40 all (approximately 90%), of his/her credits toward comple-  
41 tion of a bachelors degree in a comparable major in the  
42 receiving four year institution. An example of program-to-

1 program transfer facilitated by an articulation agreement  
2 would be an Associate of Applied Science in Nursing trans-  
3 ferring to a four year college for all or nearly all of the first  
4 two years of a Bachelors of Science in Nursing.

5 **13.** “NON-TRANSFER FACULTY” who are non-compliant  
6 with MATC’s Academic Standards will not be required to  
7 obtain additional degrees. They will be encouraged to devel-  
8 op professional growth plans that upgrade their academic  
9 credentials.

10 **14.** To become compliant with MATC Academic Standards,  
11 any full-time or part-time non-compliant faculty shall have  
12 the opportunity to enroll in MATC courses tuition free. Cred-  
13 its earned can be used for certification and reclassification.  
14 Courses must be completed with a grade “B” or better, or  
15 the faculty will be required to reimburse MATC for the  
16 tuition. The courses taken must be viable courses and the  
17 enrollment of faculty must not increase the course load for  
18 the instructor. For courses other than to become compliant,  
19 any full or part-time faculty shall have the opportunity to  
20 audit MATC course tuition free. The courses audited must  
21 be viable courses and the enrollment for auditing must not  
22 increase the course load for the instructor.

23 **15.** MATC on a one-time basis will accept credits taken by  
24 any faculty for NCA compliance that were consistent with  
25 published standards on the MATC desktop from July 1,  
26 1998 until December 31, 2000 or whenever this agreement  
27 is finalized. Such faculty are encouraged to take courses  
28 consistent with the current standards of their department.

29 In the case of the English Department standards,  
30 which are under discussion and still must proceed through  
31 the process described above in paragraph 2 C and D, fac-  
32 ulty must meet the MATC Desktop standards as described  
33 in the preceding paragraph or be working toward meeting  
34 those standards at the rate of 18 credits every 3 years. If the  
35 “process for standards” results in new standards being set  
36 for the English department, all credits taken based on the  
37 prior standards and taken before the establishment of the  
38 new standards will be counted toward meeting credentialing  
39 standards.

40 **EXAMPLE:** A teacher in the English department needs  
41 nine credits to meet present desktop standards. He/she  
42 takes 6 credits and is 3 credits short of the standard when a

1 new standard is adopted. The teacher's obligation under the  
2 new standard will be to take 3 credits to complete compli-  
3 ance. The 3 credits must be based on the new standard.

4 **16.** The level of reimbursement will be the actual cost, up  
5 to a maximum of 100% of the resident tuition charges at the  
6 University of Wisconsin-Milwaukee for the number of cred-  
7 its taken.  
8

## 9 **REIMBURSEMENT OF TUITION**

### 10 **1. Tuition Reimbursement for 1997 - 2000**

11 **a)** Reimbursement for tuition paid by all  
12 "TRANSFER" and NON-TRANSFER" faculty for  
13 classes taken to become compliant with new  
14 MATC credentials standards will be paid by  
15 MATC to the faculty members in a check sepa-  
16 rate from regular paychecks. Faculty may submit  
17 the following beginning on November 20, 2000:

18 i) Official transcripts or grade reports for  
19 classes taken.

20 ii) Completion of Tuition Reimbursement  
21 Application Form (TRAF).

22 iii) Proof of actual tuition cost and of pay-  
23 ment of tuition (e.g., billing statement and  
24 canceled check).

25 **b)** Each dean will sign the TRAF within fifteen  
26 working days of its receipt and forward for pay-  
27 ment and record according to the instructions on  
28 the form. If the faculty member does not provide  
29 all the required information, a memo of explana-  
30 tion will be sent to the faculty member within fif-  
31 teen working days of the form's original receipt.  
32 The faculty must then provide all of the required  
33 information to be eligible for the tuition reim-  
34 bursement. Once the TRAF is approved, the  
35 reimbursement will be paid within fifteen working  
36 days.

37 **c)** The amount of the reimbursement will be  
38 100% of the actual tuition cost to the faculty up to  
39 resident tuition charges at the University of Wis-  
40 consin-Milwaukee for the year the course(s)  
41 were taken for the number of credits taken. The  
42 UW-M undergraduate tuition rate will be used as

1 the maximum rate for undergraduate courses  
2 and the UW-M graduate tuition rates will be used  
3 for graduate courses, as appropriate. See the  
4 attached chart for reimbursement rates by year.

5 **d)** All TRAF's for classes taken to become  
6 compliant for the time period of July 1, 1997  
7 through December 31, 2000 must be submitted  
8 for reimbursement not later than June 1, 2001.

9 **e)** If a dean challenges the appropriateness of  
10 coursework submitted for reimbursement by fac-  
11 ulty members, the dean must notify both the fac-  
12 ulty member and Local 212 within fifteen working  
13 days of the submission of the documentation ref-  
14 erenced above. Failure of a dean to notify in this  
15 timely manner will render that dean's challenge  
16 null and void.

17 **f)** If a challenge is timely, the dispute will be  
18 resolved by the Credentials Committee com-  
19 posed of four union representatives and four  
20 administrative representatives who will judge:

21 i) whether the course was taken to  
22 become compliant with the department  
23 standards at the time the course was taken.

24 ii) whether the faculty member believed  
25 herself or himself to be non-compliant at the  
26 time.

27 **g)** If the Credentials Committee is deadlocked  
28 by a tie vote, the faculty member may file a griev-  
29 ance at the 3rd Step to resolve the matter.

30 **h)** Only those faculty who were told in writing  
31 by their deans that they were compliant, would  
32 not be eligible for such consideration.

## 33 2. Tuition Reimbursement for 2001 and following

34 **a)** For coursework begun after the final signing  
35 of this agreement, "TRANSFER FACULTY" mem-  
36 bers will submit a Course Approval Form to their  
37 deans, approved by MATC and Local 212, stating  
38 their intent to take a particular course or courses  
39 for compliance. Division deans or their designees  
40 will sign the form to approve of the courses as  
41  
42

1 satisfying compliance requirements and thus eli-  
2 gible for tuition reimbursement.

3 **b)** "TRANSFER FACULTY" taking classes to  
4 become compliant commencing on January 1,  
5 2001, must also follow the above procedure in  
6 terms of submitting the information required in  
7 Paragraphs 1), a), I), ii), and iii) above. The fif-  
8 teen-day time frames will remain the same as  
9 well as the amount of reimbursement. TRAF's  
10 must be submitted within six months of the  
11 completion of the class work to be eligible for  
12 reimbursement.

13 **c)** The faculty member must receive written  
14 approval or disapproval within fifteen days of  
15 submission. Failure of the dean or dean's  
16 designee to meet this deadline will result in auto-  
17 matic approval of the course. Disapproval by the  
18 dean or designee will trigger a review by the Cre-  
19 dentials Committee.

20 **d)** If the Credentials Committee is deadlocked  
21 by a tie vote, the faculty member may file a griev-  
22 ance at the 3rd Step to resolve the matter.

23 **3.** Clarifications

24 **a)** For 1997, courses started in May or June  
25 and scheduled to be completed after July 1 are  
26 eligible for this tuition reimbursement program.

27 **b)** Part-time teachers who received tuition  
28 reimbursement, occupational growth incentive,  
29 and/or fee reimbursement under the provisions of  
30 the Paraprofessional Work Agreement for cours-  
31 es eligible under this reimbursement program,  
32 shall submit complete documentation for the pre-  
33 vious reimbursement and shall be eligible to be  
34 reimbursed for the difference between what has  
35 already been paid and the amount allowed under  
36 this program.

37 **c)** For the July 1, 1997 - December 31, 2000  
38 time frame, a maximum of thirty-six eligible cred-  
39 its will be reimbursed, regardless of which year  
40 the credits were earned.

41 **d)** In the event that it is impossible to obtain let-  
42 ter grades from certain post secondary education-

1 al institutions, then the faculty member will pro-  
2 vide a statement of such from the institution and  
3 provide evidence of the grade/competency ob-  
4 tained and its interpretation from the institution.

5 e) Retirees from the full time unit who are on the  
6 part-time seniority list and teach as a part-time  
7 teacher during School Years 2000-01 or 2001-02  
8 are eligible for the benefits under this agreement  
9 if they meet the requirements as stated herein.

10 f) Surviving spouses of deceased teachers who  
11 met the requirements of this reimbursement pro-  
12 gram as stated herein are eligible to receive the  
13 reimbursement that would have been due the  
14 deceased teacher.

## 15 **12. Independent Study Committee**

16 Commencing with the ratification of the agreement, the par-  
17 ties will form a joint committee to further discuss the issue of inde-  
18 pendent study. The committee shall be composed of three  
19 members appointed by Local 212 and three appointed by MATC.  
20 The committee shall discuss and make recommendations to their  
21 respective bargaining teams:

- 22 1. a revised definition of independent study
- 23 2. a list of courses suited for independent study

## 24 **13. Health Care Committee**

25 Upon ratification of the labor agreement, the Parties below  
26 agree to immediately form a joint committee whose goal is to min-  
27 imize future increases in health care costs to MATC. The charge  
28 of the committee is to: 1) Review all MATC health insurance  
29 plans; 2) Review the prescription drug coverage and possible  
30 alternatives to the present plan including a drug card; and, 3)  
31 Review "wellness" as a means to minimize cost increases.

32 The committee shall consist of the following:

- 33 1. No more than five (5) members from all bargaining  
34 units represented by Local 212;
- 35 2. Two (2) members from Local 587;
- 36 3. One (1) member from Local 715; and,
- 37 4. Eight (8) members from management.

38 Its goal will be to come up with specific cost-savings recom-  
39 mendations as soon as possible by May 1, 2002. The recom-  
40 mendations will be forwarded to the respective bargaining teams  
41 with the intent that the teams will meet immediately in order to  
42 review the recommendations. The teams will attempt to reach

1 agreement to present such cost-savings recommendations to the  
2 respective union memberships and MATC Board for ratification  
3 by July 1, 2002.

4 All parties recognize the vital importance of health insur-  
5 ance coverage to MATC employees and the vital importance of  
6 reducing insurance costs/minimizing cost increases to MATC.  
7 Therefore, both parties commit to insuring that the above-formed  
8 committee completes its task in a timely manner and there is a  
9 joint commitment to insuring its success.

10 **14.** The parties agree to form committees to look at implemen-  
11 tation of mandatory Direct Deposit and to discuss Long Term  
12 Insurance and Phased Retirement.

13  
14 **APPENDIX J — PPO Health Insurance Cost Containment**  
15 **Programs**

16 **I. Pre-Certification Program**

17 **A.** Employees are required to contact the Health Care Coordi-  
18 nator when hospitalization is proposed as treatment for a non-  
19 emergency condition. The employee or employee representative  
20 will provide the attending physician's name and telephone num-  
21 ber, name of the hospital, the proposed date of admission and  
22 any related information concerning medical condition and phys-  
23 ician's diagnosis. The Health Care Coordinator may provide coun-  
24 seling in exploring treatment alternatives to hospitalization.  
25 However, the employee has no obligation to comply with the  
26 Coordinator's recommendation.

27 **B.** In the event of a medical emergency which requires treat-  
28 ment in a hospital, the employee or employee representative will  
29 contact the Health Care Coordinator within 48 hours of hospital-  
30 ization if possible. The employee will provide the same informa-  
31 tion as required for non-emergency treatment. All information  
32 given to the Coordinator shall remain strictly confidential and  
33 shall not be given to the employer without consent of the  
34 employee.

35 **C.** Once the employee has notified the Health Care Coordina-  
36 tor of the proposed hospitalization, the employee's obligations  
37 under the Pre-Certification Review Program have been met. Fail-  
38 ure of the employee to notify the Health Care Coordinator of the  
39 proposed hospitalization will result in benefits being reduced to  
40 50% of regular benefits up to a maximum \$500 payment by the  
41 employee per hospitalization.

42 **D.** The Health Care Coordinator and the attending physician

1 will work together to determine the appropriate treatment, to  
2 establish the length of stay if hospitalization is required, to con-  
3 duct a concurrent utilization review during hospitalization, and to  
4 provide discharge planning to assure that the length of stay is  
5 appropriate and medically necessary.

6 **II. Prohibition of Non-Emergency Weekend Admissions:**

7 **A.** Except in emergencies, hospital admission will not be  
8 authorized on Friday afternoon or Saturday. If non-emergency  
9 admission occurs on those days, the hospital charges will not be  
10 paid. Highlights:

11 1. Does not exclude charges or ancillary expenses.

12 2. Does not exclude other surgical-medical expenses  
13 covered under the plan (medical admissions).

14 3. Room and board charges are not excluded if surgery  
15 is performed on Saturday or Sunday (the day following  
16 surgery).

17 4. If admitted on Friday or Saturday with weekend sur-  
18 gery scheduled, and surgery is delayed in order to stabilize  
19 patient (medical necessity) regular benefits would be paid.

20 **III. Second Opinion Surgery**

21 **A.** You may obtain a second opinion for surgery from another  
22 doctor (not associated with the doctor who recommended the  
23 surgery).

24 1. Regular plan benefits will be paid (1) for the second  
25 doctor's opinion and (2) for the surgery, if you decide to  
26 have it done.

27 2. If the two opinions differ and you are uncertain as to  
28 what to do, the third opinion will be paid for, if you desire it.

29 **B.** The decision whether or not to have surgery is always your  
30 decision, no matter what your doctors have advised.

31 **IV. Home Hospice Care**

32 **A.** Hospice Care is an optional program for treatment of the ter-  
33 minally ill patient. A program of Hospice Care must meet medi-  
34 cally acceptable standards of quality and sound principles of  
35 health care administration. [See Summary Plan Description]

36 **V. Medical Bills Review Incentive**

37 **A.** If upon review of hospital, lab, and/or doctor bills, the affect-  
38 ed employee finds an overcharge, charge for duplicate service, or  
39 charge for service not performed, the employee will receive a  
40 cash payment equal to 50% of such erroneous charges.

41 **B.** The District agrees to the above concept, however, the  
42 specifics as to eligibility for payment and/or limitations will be

1 detailed pursuant to the carrier's standard language for such  
2 programs.

3 C. This program, [VI] above, will continue until such time as the  
4 District contracts a service which provides "provider expense for  
5 care" review.  
6

7 **APPENDIX K — Memorandum of Understanding**  
8 **38.14 Outreach Contract Services**  
9 **Workforce Development Institute**  
10 **Memorandum of Understanding**  
11 **Between**  
12 **AFT Local 212**  
13 **And**  
14 **Milwaukee Area Technical College**  
15

- 16 • **Office of Corporate Learning**
  - 17 • **Workplace Learning Centers**
- 18

19 The District practice for contracted outreach services  
20 emanates from Wisconsin Statutes, Chapter 38.14, the District's  
21 Strategic Planning Statements, and Board Policy BO301. The  
22 focus of outreach services is based on being responsive to the  
23 needs of private and public organizations. Outreach services link  
24 institutional resources, including instructional, professional, and  
25 administrative expertise, equipment, and facilities to the commu-  
26 nity. Innovative partnerships with organizations targeted to work-  
27 force are encouraged. Services may be offered outside of District  
28 facilities.  
29

30 **I. TYPES OF OUTREACH SERVICES**

31 **A. TECHNICAL ASSISTANCE:** Technical assistance is a non-  
32 instructional activity which helps a service recipient accomplish  
33 an organizational purpose, goal, or mission. Technical assistance  
34 includes such services as planning and assessment, facilitation,  
35 testing, coordination, and professional assistance and consulting.

36 **B. TRAINING** is the professional dissemination of knowledge,  
37 skills and competencies provided to a group of contract partici-  
38 pants through an instructional activity. Training may be classified  
39 as either STANDARD or CUSTOMIZED.

40 1. **STANDARD TRAINING:** Standard Training is the  
41 teaching of an existing MATC Degree Program Course  
42 using the same course number, text, outline, syllabus and

1 number of student contact hours. It may include Normal and  
2 Customary Adaptations such as modifying the course syl-  
3 labus and/or the length of time the course is taught.

4 2. CUSTOMIZED TRAINING: Customized Training re-  
5 sults when unique customer needs require more than nor-  
6 mal and customary adaptations or modification of an  
7 existing course or the creation of a new course or use of  
8 existing non-credit curriculum. Determination of a cus-  
9 tomized course is based upon but not limited to one or more  
10 of the following criteria:

11 i. Modification of course materials (including lab  
12 and shop modules) to reflect the unique conditions  
13 requested by and paid for by the customer.

14 ii. Creating a new course in subject matter not cur-  
15 rently offered by MATC.

16 iii. Outreach Customized Course curricula may be  
17 unique to the needs of a specific customer as deter-  
18 mined by agreement of the customer, OCL, and the  
19 instructor. As the customer pays for the curricula it is  
20 the property of the customer

## 21 II. OUTREACH FACULTY ASSIGNMENT

### 22 A. FACULTY ASSIGNMENT — OUTREACH SERVICES 23 ASSIGNMENT

24 1. An Outreach Technical Assistance Assignment is any  
25 non-instructional activity contracted by an organization

26 i. one assignment of 50 or more periods or

27 ii. multiple assignments not to exceed 50 periods.

28 2. An Outreach Training Assignment is:

29 i. one section of a course with a teaching load of  
30 10% or more or one section of a course delivered for a  
31 specific customer; or

32 ii. multiple sections of courses primarily work-  
33 shops which add up to a maximum but do not exceed  
34 10% teaching load as needed to meet the service  
35 requirements of the customer and the contract.

36 3. Full Time Outreach Assignments for full time faculty:

37 All full time faculty desiring outreach assignments will  
38 submit a declaration of interest to the District which will be  
39 valid until the faculty member notifies OCL that he or she no  
40 longer wishes to teach outreach assignments. Changes or  
41 modifications to the declaration of interest, including semes-  
42 ter schedule changes, are the responsibility of the faculty.

- 1           **4.** Full Time assignments will be made, giving priority to  
2 faculty members requested by name by a customer. Any  
3 request for faculty by name by a customer which would  
4 necessitate an exception to the seniority based assignment  
5 system will be documented in a quarterly report to 212.
- 6           **5.** Full time faculty may not be assigned involuntarily to  
7 teach outreach contracts as part of their normal teaching  
8 load, unless required to provide a full teaching load.
- 9       **B.** Selection Process: OCL's primary objective is to generate  
10 revenue for the college through contracting activity, assigning  
11 current full-time or part-time faculty to teach all Outreach courses  
12 where MATC has capacity.
- 13       **C.** Seniority and Faculty Assignment
- 14           **1.** Assignments will be made based upon seniority and  
15 rotation.
- 16           **2.** New preference sheets will be integrated into the sen-  
17 iority list when received.
- 18           **3.** The list will be used on a continual basis and is not  
19 bound by a semester or year.
- 20           **4.** An instructor who declines an assignment for reasons  
21 other than a conflict with MATC teaching assignments will  
22 move to the bottom of the list.
- 23           **5.** If an assignment does not exceed ten percent, then  
24 the instructor may retain his/her position on the rotation list.  
25 Once the cumulative assignment reaches ten percent, then  
26 the instructor will go to the bottom of the rotation list.
- 27       **III. COMPENSATION**
- 28           Full-time faculty who volunteer to teach outreach training  
29 services in addition to their normal full-time load at any time  
30 during the calendar year will be compensated at the part-time facul-  
31 ty rate.
- 32       **A.** Technical Assistance: An instructor will be allotted 1/32 of a  
33 teaching load for each hour engaged in technical assistance
- 34       **B.** Teaching load will be determined relative to the class type:  
35 Academic Lecture (Credit), 1/15; Related and Academic Combi-  
36 nation (Non-credit), 1/20; Laboratory, Quiz, and Shop, 1/24.  
37 Teaching loads are based on the equivalent of fifty-five minute  
38 periods.
- 39       **C.** Curricula Customizing Compensation
- 40           **1.** The instructor will be allotted 1/32 of class and step  
41 for each hour engaged in customizing Outreach course  
42 curricula.

1           2. Commercially available texts and manuals shall be  
2 reviewed and approved based on customer need.

3           3. Any compensation for customization must be mutually  
4 agreed upon by OCL, the instructor, and the customer.

5 **IV. NON-COMPETE AGREEMENT**

6 **A.** Prohibitions, Teacher: OCL teachers and all teachers given  
7 outreach teach assignments are prohibited from directly or indi-  
8 rectly engaging in the type of instruction, or providing the type of  
9 services identified in this agreement, for a third party client that  
10 retained the teacher through MATC for a period of two years from  
11 the completion of this agreement. OCL shall have the right to  
12 enforce this agreement by action in circuit to enjoin any violation.  
13 Additionally, violation of this clause will result in discipline up to  
14 and including termination of employment within OCL, discontinu-  
15 ation of outreach teaching assignments, and/or a reimbursement  
16 of \$2500 maximum to MATC.

17 **B.** Identified Instruction and Services: As used herein, “instruc-  
18 tion” and “services” are those which are normally provided by the  
19 teacher on a regular basis in the performance in OCL courses.

20 **C.** Enforcement: OCL shall be responsible of their OCL duties.  
21 This includes, but is not limited to curricula used for enforcement  
22 of non-compete agreements.

23 **D.** Subordinate Agreement: There shall be a subordinate  
24 agreement between MATC and the Teacher signed by both par-  
25 ties.

26 **V. OCL INFORMATION**

27 OCL shall provide to Local 212 the following information on a  
28 monthly basis:

29 **A.** A list of all VTAE Contracts that have been issued for the  
30 month.

31 **B.** A copy of all Outreach Instruction Agreements that have  
32 been assigned for the month.

33 **C.** The VTAE Monthly Contract Report.

34 **D.** OCL 38.14 Full Cost Activities and OCL 38.14 Economic  
35 Development Activities reports shall be provided quarterly.

36 **E.** The Monthly, Quarterly, and Annual OCL Financial Reports  
37 as provided to the MATC Board. In addition, OCL will include  
38 instructor name, load and compensation for all contracts.

39 **VI. FTE/CALL-STAFF RATIO**

40 Outreach services shall be included in the FTE/call-staff  
41 ratio as per Article IV, Sec. 7 [B.-3.].

1 **VII. LOCAL 212 CONTRACT**

2 All sections of the Local 212 contract not otherwise covered  
3 in this Outreach appendix shall apply to outreach contract  
4 services.

5 **VIII. QUALITY ASSURANCE AND CUSTOMER SATISFACTION**

6 OCL, upon notification and approval by Local 212, reserves  
7 the right to remove any instructor from an assignment based  
8 upon customer service complaints or complaints regarding quali-  
9 ty issues from the customer.

10 Such instructor will not be offered further outreach assign-  
11 ments without proof of additional training to remediate the cus-  
12 tomer service or quality (skills) issues.

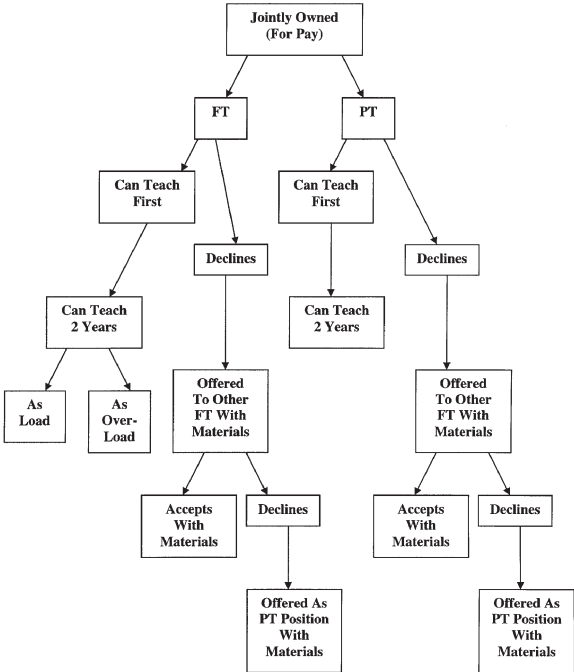
13 **IX. WORKPLACE LEARNING CENTERS OUTREACH**  
14 **FACULTY ASSIGNMENTS**

15 WLC Instructor Responsibilities and Workload: Workplace  
16 Learning Centers are on-site MATC laboratories staffed by an  
17 MATC instructor who functions as an instructor/coordinator of  
18 learning activities for the client. Instructors have three basic func-  
19 tions and each contributes value to clients:

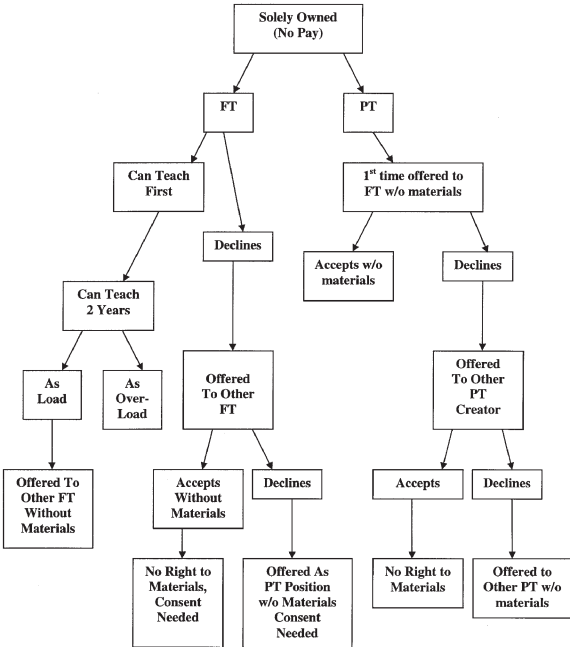
- 20 1. Basic Skills Instructor
- 21 2. Workplace learning center coordinators
- 22 3. Liaisons to MATC and other educational institutions

APPENDIX L — Online Courses

MATC In-house Online Courses



# Appendix L — Online Courses



## NOTES

## COMPARISON OF HEALTH INSURANCE

## Humana Premier HMO

## BENEFIT

*Services must be provided by Premier network providers.*

## 1. Deductible

None.

2. Maximum Annual  
Out-of-Pocket Limit  
(Co-insurance Limit)

Co-insurance applies to mental health services and drug/alcohol abuse treatment.

## 3. Prescription Drugs

Prescription drug card with \$5 generic/\$15 brand-name co-pay. 90-day mail order option \$5/\$15 also. Smoking cessation Rx covered.

HOSPITALIZATION AND  
RELATED SERVICES

## 4. Hospitalization

\$50 co-pay per admission.

## 5. Surgical-Medical Care

Provided in full.

## BENEFITS EFFECTIVE JANUARY 1, 2008

### MATC PPO — High Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

\$250 individual; \$500 family annual deductible. **Deductible applies to all services listed below except mammograms and prescription drugs or unless otherwise specified.**

Employee's co-insurance cost limited to \$350 individual/\$700 family for in-network services. Limited to \$550 individual/\$900 family for out-of-network services.

Prescription drug card with \$5 generic/\$15 brand-name co-pay.

Paid at 100% after \$50 co-pay per in-network admission. Paid at 80% after \$50 co-pay per out-of-network admission. Care Coordinator must be notified of admission or \$500 penalty.

100% in network/80% out of network.

### MATC PPO — Low Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

\$1,250 individual; \$2,500 family annual deductible. Deductible applies to all services including prescription drugs. 80% co-insurance for in-network services; 50% co-insurance for out-of-network services.

\$2,000 individual; \$4,000 family.

All services, including prescription drugs, first subject to deductible, then co-insurance up to out-of-pocket maximum. Afterward, covered charges paid at 100% for balance of calendar year.

All services, including prescription drugs, first subject to deductible, then co-insurance up to out-of-pocket maximum. Afterward, covered charges paid at 100% for balance of calendar year.

Same as given under "Hospitalization" above.

## COMPARISON OF HEALTH INSURANCE

### Humana Premier HMO

#### BENEFIT

*Services must be provided by Premier network providers.*

- |                                    |   |
|------------------------------------|---|
| 6. Pre-Admission Lab and X-Rays    | Provided in full.   |
| 7. Physician In-hospital Visits    | Provided in full.   |
| 8. Miscellaneous Hospital Expenses | Provided in full.   |
| 9. Skilled Nursing Home Care       | Provided in full. Semi-private room or ward payable at daily rate set by Dept. of Health and Social Services. |
| 10. Maternity                      | Provided in full. Hospitalization co-pays apply. Dependent daughters covered.                                 |

#### OUTPATIENT SERVICES

- |  |                   |
|--|-------------------|
| 11. Surgery performed in hospital, as outpatient (no hospital admission)           | Provided in full. |
| 12. Medical procedure performed in hospital, as outpatient (no hospital admission) | Provided in full. |
| 13. X-Rays and Lab Tests   | Provided in full. |

## BENEFITS EFFECTIVE JANUARY 1, 2008

### MATC PPO — High Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

100% in network/80% out of network.

100% in network/80% out of network.

Paid at 100% after \$25 in-network co-pay per admission. Paid at 80% out of network after \$50 co-pay per admission. Health Care Coordinator notification required.

30 days covered if immediately following hospital stay at 90% in network/80% out of network subject to out of pocket maximums.

Semi-private room charges paid at 100% in network/80% out of network. Hospitalization co-pays apply. Dependent daughters covered.

Paid at 100% in network. Paid at 80% out of network.

100% in network/80% out of network. No co-pay.

100% in network/80% out of network.

### MATC PPO — Low Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

Same as given under “Hospitalization” above.

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## COMPARISON OF HEALTH INSURANCE

### Humana Premier HMO

#### BENEFIT

*Services must be provided by Premier network providers.*

#### 14. Radiation and Chemotherapy

Provided in full.

#### EMERGENCY SERVICES

#### 15. Ambulance

\$25 co-pay.

#### 16. Emergency Room Accident/Illness

\$75 co-pay. Waived if admitted or referred by urgent care physician.

#### 17. Urgent Care Center

\$25 co-pay. Waived if admitted or referred to an emergency room.

#### 18. OFFICE VISITS

- **Primary Care  
Physician (PCP)**

\$15 office co-pay per visit.

- **Specialist Physician**

\$15 office co-pay per visit.

- **Physical Therapy  
Expenses**

\$15 office co-pay per visit.

- **Allergy Care (other  
than office visit)**

\$15 office co-pay per visit.

## BENEFITS EFFECTIVE JANUARY 1, 2008

### MATC PPO — High Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

100% in network/80% out of network. Outpatient \$25 co-pay in or out of network. Limit 3 co-pays per year.

\$25 co-pay. Paid at 90% thereafter, in or out of network.

100% after \$75 co-pay, in or out of network. Co-pay waived if admitted or referred by urgent care physician.

90% in network/80% out of network \$25 co-pay.

95% with deductible waived for in network/80% out of network.

Visit charges: 95% with deductible waived with in-network “referral” from PCP; 90% after deductible if no referral to in-network provider; 80% after deductible for out-of-network provider.

90% in network/80% out of network.

90% in network/80% out of network.

### MATC PPO — Low Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

Same as given under “Hospitalization” above.

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## COMPARISON OF HEALTH INSURANCE

### Humana Premier HMO

#### BENEFIT

*Services must be provided by Premier network providers.*

- **Chiropractor**

\$15 office co-pay per visit.

- **Well Baby Care**

\$15 office co-pay per visit.

#### 19. Medical Supplies

Provided in full.

#### 20. Immunizations and Injections

Included in physician visit.

#### MENTAL HEALTH

#### 21. Outpatient

Behavioral managed care network. After the \$10 office co-pay per visit, 20 visits paid at 100%. Unlimited additional visits paid at 80%

#### 22. Inpatient Hospital

\$50 co-pay per admission. 30 days paid at 100%.

## BENEFITS EFFECTIVE JANUARY 1, 2008

### MATC PPO — High Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

*Up to 24 Visits:* 95% with deductible waived with in-network “referral” from PCP; 90% after deductible if no referral to in-network provider; 80% after deductible for out-of-network provider.  
*After 24 Visits:* 80% with deductible waived with in-network “referral” from PCP; 75% after deductible if no referral to in-network PCP; 65% after deductible for out-of-network provider.

95% with deductible waived for in network when infant Primary Care Physician is used/80% out of network.

90% in network/80% out of network.

90% in network/80% out of network.

Behavioral managed care network.  
100% in network after deductible up to first \$1,800; 90% in network thereafter; 80% out of network.

100% in network/80% out of network.  
365 days/per disability in a hospital;  
70 days per confinement in a qualified treatment facility.

### MATC PPO — Low Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

Same as given under “Hospitalization” above.

Same as given under “Hospitalization” above.

Same as given under “Hospitalization” above.

Same as given under “Hospitalization” above.

Same as given under “Hospitalization” above.

Same as given under “Hospitalization” above.

## COMPARISON OF HEALTH INSURANCE

### Humana Premier HMO

#### BENEFIT

*Services must be provided by Premier network providers.*

#### 23. Transitional Care

14 visits per calendar year.

#### DRUG AND ALCOHOL ABUSE TREATMENT

#### 24. Outpatient

35 visits or \$1,800 per person each calendar year, whichever is greater; additional visits at 80%. (Same benefit — network may change)

#### 25. Inpatient

\$50 co-pay per admission. 30 days paid at 100%. Additional 90 days paid at 80%.

#### 26. Transitional Care

100% of \$2,700. Thereafter, one additional visit for mental health treatment only.

#### IN-HOME CARE

#### 27. Home Health

Provided in full.

#### 28. Private Duty Nursing

Provided in full.

#### DENTAL SURGERY

#### 29. Oral Surgery

13 specific oral surgical procedures/\$25 co-pay per procedure, including gingivectomy, alveolectomy and apicoectomy. Must use a network provider.

## **BENEFITS EFFECTIVE JANUARY 1, 2008**

### **MATC PPO — High Benefit Level**

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

100% in network after deductible up to first \$1,800; 90% in network thereafter; 80% out of network.

100% in network after deductible up to first \$1,800; 90% in network thereafter; 80% out of network.

100% in network/80% out of network. 365 days/per disability in a hospital; 70 days per disability in a qualified treatment facility.

100% in network after deductible up to first \$1,800; 90% in network thereafter; 80% out of network.

40 visits per calendar year paid in full.

90% in network/80% out of network.

13 specific oral surgical procedures, including gingivectomy, alveolectomy and apicoectomy.

### **MATC PPO — Low Benefit Level**

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

Same as given under “Hospitalization” above.

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## COMPARISON OF HEALTH INSURANCE

### Humana Premier HMO

#### BENEFIT

*Services must be provided by Premier network providers.*

#### HEARING AND VISION

##### 30. Routine Eye Care

For each eligible plan member (see Article VII, Section 3), one vision exam per plan year and an allowance of \$125 per plan year for hardware, frames and lenses, including contact lenses.

##### 31. Hearing Exams

\$15 co-pay per office visit.

##### 32. Hearing Aids

100% of usual and customary charges, once each 36-month period.

#### HEALTH COUNSELING/ PHYSICAL FITNESS

##### 33. Health Counseling

\$15 co-pay per office visit.

##### 34. Physical Fitness Programs

\$100 per person, \$300 per family reimbursement for classes or health club memberships.

#### APPLICABLE TO ALL PLANS

##### 35. Lifetime Maximum

Unlimited.

##### 36. Dependent Coverage

Dependent children covered from birth through the earlier of the end of the month they marry or the end of the calendar year they become 25, if receiving more than 50% of their support from the subscriber. Same-sex domestic partners can be included (with tax consequences). Dependents of partner not eligible.

## BENEFITS EFFECTIVE JANUARY 1, 2008

### MATC PPO — High Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

For each eligible plan member (see Article VII, Section 3), one vision exam per plan year and an allowance of \$125 per plan year for hardware, frames and lenses, including contact lenses.

Not covered.

Not covered.

Not covered.

Not covered.

Unlimited.

Dependent children covered from birth through the earlier of the end of the month they marry or the end of the calendar year they become 25, if receiving more than 50% of their support from the subscriber. Same-sex domestic partners can be included (with tax consequences). Dependents of partner not eligible.

### MATC PPO — Low Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

For each eligible plan member (see Article VII, Section 3), one vision exam per plan year and an allowance of \$125 per plan year for hardware, frames and lenses, including contact lenses.

Not covered.

Not covered.

Not covered.

Not covered.

Unlimited.

Dependent children covered from birth through the earlier of the end of the month they marry or the end of the calendar year they become 25, if receiving more than 50% of their support from the subscriber. Same-sex domestic partners can be included (with tax consequences). Dependents of partner not eligible.

## COMPARISON OF HEALTH INSURANCE

Humana Premier HMO

**BENEFIT**

*Services must be provided by Premier network providers.*

**37. Wellness and Disease  
Management Programs**

## **BENEFITS EFFECTIVE JANUARY 1, 2008**

### **MATC PPO — High Benefit Level**

***Services may be provided by any qualified health care practitioner — more paid when in-network providers used.***

Health risk assessment, disease classification, stratification, education, and personal disease manager for chronically ill participants. Wellness benefits/incentives for those who participate.

### **MATC PPO — Low Benefit Level**

***Services may be provided by any qualified health care practitioner — more paid when in-network providers used.***

Health/Care Coordinator service available (through Quantum Health) on voluntary basis for those who seek assistance with wellness-related activities.

*These comparisons describe MATC's benefit programs in general terms. These benefits are subject to the terms and conditions of the master contracts between MATC and the administrators of these plans.*

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