

AGREEMENT

between the

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

and

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

July 1, 2006 – June 30, 2011

AMERICAN FEDERATION OF TEACHERS,
LOCAL 212 – MATC

Michael Rosen – President
Sally Lindner – 6th Vice President,
Part-Time Faculty Bargaining

Local 212 Staff:

Frank Shansky – Director of Labor Relations
Pamela A. Bautch – Office Manager

739 West Juneau Avenue
Milwaukee, WI 53233-1416

Telephone: (414) 765-0910

Fax Number: (414) 765-9141

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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 fulfill the mission of the
6 District and achieve our common aims of educational excellence.
7 To this end this Agreement is made and entered into by and
8 between the Milwaukee Area Technical College District Board
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 The 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 that provides the knowledge and conceptual
21 abilities that college-educated adults must have to succeed in
22 occupational skills training and to perform more effectively in the
23 demanding, complex world in which they live. Both the Board and
24 the Union will strive to meet the goals of the mission statement.
25

26 **VISION**

27 Both the Board and the Union agree that each will commit its
28 efforts to support MATC's goal to become a world class educa-
29 tional institution that empowers students, faculty, and staff to real-
30 ize their potential. Both parties agree that all undertakings will
31 reflect this commitment to empower students, faculty, and staff.
32

33 **ARTICLE I — Recognition**

34 **Section 1 — Inclusions and Exclusions**

35 **a)** The Board recognizes the Union as the exclusive bargain-
36 ing representative of all part-time professional employees work-
37 ing less than fifty percent (50%) time, excluding supervisory,
38 managerial and confidential employees.

39 (Reference: Certification by the Wisconsin Employment
40 Relations Commission-Case 440, Number 48058, ME-3266,
41 Decision No. 27467-A)

42 **b)** Modifications to specific provisions of this Agreement are

1 footnoted and referred to in the appendices where applicable.

2 **Section 2 — Prepared Documents**

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

9 **Section 3 — District Meetings**

10 The Union may include an employee(s) as one of the Union
11 representatives who meets regularly with the District Director, as
12 provided in the Local 212 teacher contract.

13 **Section 4 — Faculty Committees**

14 The Union may include an employee(s) as one of the Union
15 members appointed to serve on Faculty Committees, as provid-
16 ed in the Local 212 teacher contract.

17 **Section 5 — Divisional Meetings**

18 The Union may include an employee(s) as one of the Union
19 representatives at Divisional Meetings, as provided in the Local
20 212 teacher contract.

21 **Section 6 — Board Meetings**

22 The Union President, if from the part-time professional unit
23 or his/her designated alternate, shall be permitted to attend meet-
24 ings of the MATC Board on working time provided it does not
25 interfere with teaching time or other required responsibilities.

26 **Section 7 — Copies of Agreement**

27 Within ten (10) days of ratification the parties shall meet for
28 the purpose of reviewing the contract and making the necessary
29 arrangements to effectuate the printing of the contract. The print-
30 ing and distribution of the contract shall be completed no later
31 than ninety (90) days after the above noted meeting. Nine hun-
32 dred (900) copies of this Agreement and supplements thereto
33 shall be printed within the college in booklet form at Board
34 Expense, and turned over to the Union for distribution to employ-
35 ees represented by the Union. Faculty shall have Internet access
36 to the Agreement and supplements.

37 **Section 8 — Subcontracting**

38 The District shall not subcontract bargaining unit work.
39 Should the District believe that there are extenuating circum-
40 stances for which subcontracting is needed, the District shall con-
41 tact the Union. Upon agreement with Local 212, the prohibition of
42 such subcontracting will be waived.

1 **ARTICLE II — Board Responsibility**

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

7 **ARTICLE III — Hours and Working Conditions**

8 **Section 1 — Teaching Period**

9 The length of the teaching period shall be fifty-five (55) min-
10 utes plus five (5) minutes for passing between periods unless oth-
11 erwise mutually agreed upon by the District and the full-time
12 faculty Union.

13 **Section 2 — Total Hours/Pay Calculation**

14 a) The total hours required per week for each teacher are to be
15 determined by multiplying 32 hours by the weekly teaching
16 assignment percent load (Example: 32 hours x .20 (percent load)
17 = 6.4 (hours worked per week)) and rounding to the nearest
18 whole number of hours.

19 The teacher's office hours requirement is determined by the
20 following table and shall be fulfilled on campus:

Percent of Load	Office Hours
1 - 24.9	1.0
25 - 39.9	1.5
40 - 49.9	2.0

21
22
23
24
25 Teachers shall be responsible for their on-campus assign-
26 ments consisting of classroom/work assignments and office
27 hours. The remaining time out of the total hours requirement,
28 beyond classroom and office hours, shall consist of student
29 advising, class preparation, department meetings, committee
30 meetings, orientation, recruitment, student appointments, and
31 program development,* of which class preparation and program
32 development may be accomplished off campus.

33 Teachers shall post the specific on-campus hours and pro-
34 vide a copy to the Division Dean by the end of the first week of
35 each semester. Teachers shall be notified of all department, divi-
36 sion, and school meetings.

37 **Program development does not denote course or curriculum*
38 *development or comprehensive revision, but does mean that*
39 *instructors will make ongoing efforts to update their courses' rel-*
40 *evancy and currency.*

41 **Section 3 — Summer School**

42 a) Teaching positions not filled by full-time faculty in the sum-

1 mer session (day and evening) shall be filled by part-time teach-
2 ers of the employed staff of the preceding year, if such qualified
3 teachers are available and consent. Otherwise, such positions
4 shall be filled at the discretion of the administration.

5 **b)** In the selection of qualified teachers for summer school,
6 teaching positions shall be offered first to qualified teachers if
7 they expect to be available for the full duration of the assignment
8 (excluding attendance at the AFT National convention). They
9 shall be selected using an equitable method of rotation based on
10 seniority.

11 **c)** In scheduling summer sessions, every effort will be made to
12 offer employment to as many teachers as possible consistent
13 with good educational practice. Workload shall be calculated,
14 based upon a fifty-five (55) minute teaching period.

15 **d)** A teacher's daily reimbursement for a summer assignment
16 shall be the salary rate for the preceding semester.

17 **e) Curriculum Projects** — Procedures for application and
18 assignment: As clarification to Article IV, Sec. 6 [A.], the following
19 procedures and minimum schedule of payments at the fixed full-
20 time hourly rate established from Class 3 and Step 3 shall apply
21 during recess periods or holidays for course curriculum develop-
22 ment/special program projects, writing of new courses, and the
23 comprehensive revision of an existing course, hereinafter
24 referred to as curriculum projects.

25 **1.** Each Division Dean shall be responsible for identifying
26 curriculum projects at least eight weeks prior to a recess
27 project's starting date. All full-time and part-time instruction-
28 al staff and administrators are encouraged to recommend
29 curriculum projects to the Division Deans.

30 **2.** Proposed curriculum projects will be ranked in priority
31 as determined by the Curriculum Development Committee
32 of the division or department.

33 **3.** All curriculum projects will be submitted to the Provost
34 who may establish a District-wide Curriculum Review Com-
35 mittee for review and approval prior to the Division Dean ini-
36 tiating assignment procedures.

37 **4.** All employees within the Department will be advised of
38 approved project assignment offerings and will be request-
39 ed to express their interest in filling the assignment by pre-
40 senting a letter of interest to the appropriate Division Dean.
41 Those employees, either full-time or part-time instructors,
42 who propose and develop curriculum projects shall be pro-

1 vided the first opportunity to fill the project. In instances
2 where no employee has made such proposals, opportuni-
3 ties to fill the project shall be made on an equitable method
4 of rotation among qualified full-time instructors who are
5 interested in the project. If no full-time instructor expresses
6 an interest in the project, it will then be offered to qualified
7 part-time instructors.

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

15 **6.** The Union shall be informed of all such projects includ-
16 ing the number of credits/sessions and total student contact
17 time per week of a course being developed or revised.

18 **7.** Payment for the above projects shall be made upon
19 the satisfactory completion of the projects or in installments
20 based upon satisfactorily completed segments of the proj-
21 ects. Standards as to what will constitute satisfactory com-
22 pletion will be determined by the Division Dean and
23 communicated in writing to the assigned employee prior to
24 the start of the project.

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

- 28 **a.** Formula: $RDT = 8 \times (C+L+R+S) \times K$
29 RDT = Revision-Development Time; hours
30 C = Credits
31 L = Lecture periods per week
32 R = Related periods per week
33 S = Shop/Lab periods per week
34 K = 1 for a new course or .75 for a course revision
35 L, R, and S are the weekly periods required for
36 the course when the course is scheduled for a full
37 semester. (A 16-week semester is used as a
38 basis for deriving the constant value 8 in the RDT
39 formula.) For example, if a 1 credit related course
40 was scheduled to meet for 4 periods per week for
41 8 weeks then it would meet only 2 periods per
42 week for 16 weeks.

- 1 **b.** The maximum RDT is 96 hours.
2 **c.** Compensation = RDT x (Step 3 Class 3 hourly
3 rate)
4 **9.** Commercially available texts and manuals shall nor-
5 mally be selected and used. The compensation formula pro-
6 vides for the modifying of existing text/manuals but not the
7 creation of original texts/manuals. The creation of a new text
8 or manual shall be compensated at the maximum RDT of 96
9 hours or a multiple thereof if mutually agreed to by the
10 instructor and the Division Dean.
11 **10.** An employee who feels that the designated RDT of the
12 recess project is not appropriately assigned, may request of
13 the Provost an adjustment of the recess project's RDT. The
14 Provost's decision may be challenged through the grievance
15 procedure.
16 **11.** Compensation, which exceeds the above schedule,
17 may only be made based upon the mutual agreement
18 between the District and Local 212 representatives.
19 **12.** In lieu of monetary compensation an employee may
20 elect to receive in-service credit at the rate of 1/2 in-service
21 credit for each course credit/session per week for the recess
22 project up to a maximum of three credits for State Board
23 certification of each classification.
24 **13.** The administration may offer curriculum development
25 as part of load on a voluntary basis for the employee. The
26 load can be determined by treating the RDT hours as 1/32
27 load hours. The equivalent semester load would be deter-
28 mined as follows: $(1/32) \times (\text{RDT}/16)$.

29 **Section 4 — Teaching Duties and Assignments**

- 30 **a)** Teachers shall not be required to perform production work
31 which is not part of the student instructional program, as part of
32 their teaching assignment.
33 **b)** Teachers shall not be assigned nonprofessional duties such
34 as cafeteria, assembly, commencement, apprentice banquet, and
35 non-counseling registration duties.
36 **c)** Teachers shall express, on the Letter of Availability, their
37 preferences in teaching assignments. Letters of Availability shall
38 be provided by the District to all part-time faculty on the seniority
39 list by October 1, and March 1 of each year. The deadline for sub-
40 mission of the letter shall be November 1, and April 1, respec-
41 tively. The deadline may be extended by mutual agreement if the
42 necessary information is not accessible via Infonline or a web

1 based class schedule. The Letter of Availability must be received
2 in Labor Relations at the Milwaukee Campus by the deadline
3 date for faculty to be given teaching assignments based upon the
4 requirements of Section 4. Qualified faculty who do not meet the
5 deadline for submission will be assigned classes at the discretion
6 of the supervisor using the Letter of Availability as a guide.

7 **d)** It is the intent of the parties to move to a completely elec-
8 tronic submission process during the term of this contract with a
9 mutually agreed upon implementation date. The process will be
10 based upon the following guidelines:

11 1. Faculty will receive written notification of the process
12 and deadline(s).

13 2. Faculty will be given written instructions and adequate
14 training (if requested) as to:

15 Computer fundamentals

16 How to use Infonline and/or a web based class
17 schedule

18 How to access a site

19 How to log-in

20 3. Access to this form will be password protected.

21 4. Immediate online notification will be provided to facul-
22 ty upon receipt on the online Letter of Availability.

23 **e)** Information required on the Letter of Availability will be
24 arrived at through a joint ad hoc committee of equal membership
25 of the union and administration utilizing consensus methods. The
26 Letter of Availability shall have spaces where teachers may list
27 additional classes.

28 **f)** The appropriate supervisor shall consult, upon request, with
29 the teacher prior to scheduling courses and hours. Teachers shall
30 be notified of their tentative teaching assignment at least one
31 month prior to the start of first and second semesters. Communi-
32 ty Based Organizations, agency sites and grant funded activities
33 are excluded from the one month notification requirement.

34 **g)** A teacher must be qualified for all assigned courses. Quali-
35 fied teachers, who submit a Letter of Availability, shall be
36 assigned courses base on seniority.

37 **h)** A teacher's load will be filled to the range specified in the
38 Letter of Availability based on seniority and the availability of
39 courses identified in the Letter.

40 **i)** Part-time faculty will be given assignments consistent with
41 their Letter of Availability. The assignments will be guided by the
42 following priorities:

- 1 **1.** The first priority is to be consistent with the teacher's
2 last schedule within the past two semesters, if so indicated
3 on the letter of availability.
- 4 **2.** The second priority is to assign classes according to
5 the teacher's letter of availability without bumping less
6 senior teachers.
- 7 **3.** The third priority is to assign classes according to the
8 teacher's Letter of Availability by displacing a less senior
9 teacher.
- 10 **j)** If no classes are available in the teacher's department or
11 campus, then the teacher will be assigned a class on another
12 campus, if available, and provided the teacher has identified
13 alternative courses and locations on the Letter of Availability.
14 Part-time faculty will have access to an electronic master list of all
15 scheduled classes through Infoline.
- 16 **k)** Faculty will have access, via Infoline, to his/her teaching
17 assignment, which will include beginning and end date, percent
18 workload and compensation for each course.
- 19 **l)** Courses developed after the due date of the Letter of Avail-
20 ability will be offered first to qualified full and part time teachers
21 before new hires.

22 **Section 5 — Teaching Load, Limitations, and Special**
23 **Assignments**

- 24 **a)** A teacher's weekly class load shall be based upon the
25 teaching load formula found in the full-time teachers contract at
26 Article III, Section 9, Paragraph A) and Paragraph B) 2)-3). [See
27 Appendix H for teaching table.]
- 28 **b) Travel Time**
29 Teachers who are required by MATC to travel on a regular
30 basis as part of their official Instructor's Programs, but whose
31 teaching load does not include a factor for travel time, shall not
32 have such travel time counted as part of the class load but shall
33 receive pay as provided in Appendix E.
- 34 **c) Special and/or Professional Assignment**
35 **1)** Teachers on part-time special and/or professional
36 assignment shall work less than sixteen (16) hours per
37 week.
38 **2)** A professional assignment available to a part-time
39 instructor shall be posted on an internal basis in the appro-
40 priate area when that assignment is expected to last one
41 semester or longer.
- 42 **d) Non-teaching assignments (over and above their hours in**

1 Article III, Section 2) shall be paid at the teacher's class and step
2 rate, unless otherwise agreed to by the teacher and Local 212.

3 **Section 6 — Lounge Facilities**

4 Whenever possible, lounge facilities shall be maintained for
5 employees at each MATC Campus Center. Further, wherever
6 possible in MATC buildings, separate men's and women's rest
7 rooms and rest facilities shall be provided with access (including
8 keys where necessary) for all professional employees, according
9 to each campus procedure.

10 **Section 7 — Fair Dismissal**

11 **a)** All employees shall serve a probationary period, which shall
12 consist of seven consecutive or non-consecutive semesters of
13 teaching. During the probationary period the employee will be
14 given guidance, assistance, and recommendations for improve-
15 ment by his/her immediate supervisor. For purposes of the pro-
16 bationary period, work done after the spring semester ends may
17 be considered part of the fall or spring semester, and can be
18 counted as a semester towards the probationary period as long
19 as 25.6 hours of work are completed. Only two semesters of pro-
20 bation can be completed in a school year.

21 **b)** All current employees, or an employee hired by the Board
22 who has had three (3) or more years of satisfactory experience,
23 as defined above, in a similar institution shall serve a two (2) year
24 probationary period. In addition, current employees may use prior
25 teaching experience at MATC to apply toward their probation
26 according to the following table:

- 27 • 8 semesters taught or 600 hours = employee has com-
28 pleted probation
- 29 • 4-7 semesters taught or 300 hours = 2 years of probation
30 to serve
- 31 • 0-3 semesters taught = 3 years of probation to serve

32 **c)** A probationary employee who is being terminated shall be
33 given written reasons for such termination. The employee shall
34 have the right, with or without Union representation, to appeal the
35 termination to the Provost.

36 **d)** An employee whose employment is continued after comple-
37 tion of the probationary period shall not be disciplined, dismissed,
38 suspended, discharged, or denied reappointment except for just
39 cause. Such actions against any employee shall follow these
40 specific procedures:

- 41 **1)** The employee shall be notified in writing stating cause
42 for such action, with a copy to the Union.

1 **2)** The employee or the Union shall be entitled to proceed
2 at Step Three (3) of the grievance procedure.

3 **3)** If the employee or the Union is not satisfied with the
4 decision at Step Three (3) of the grievance procedure, the
5 employee or the Union shall have the right to appeal to arbi-
6 tration in accordance with the final step of the grievance pro-
7 cedure as prescribed in this Agreement.

8 **e)** A student complaint may not be used in disciplinary actions
9 if the complaint is more than two years old.

10 **Section 8 — Involuntary Transfer**

11 **a)** Transfers made because of decreased employee work load
12 due to decreased student enrollment or other similar causes shall
13 be based on seniority; i.e., the employee with the least seniority
14 within the affected department which is being changed shall be
15 transferred first unless an employee with higher seniority
16 requests the transfer. The employee and the Union shall receive
17 notification as soon as possible regarding such transfers.

18 **b)** Employees transferred involuntarily in accordance with (a)
19 above shall have the right to return to their original campus, divi-
20 sion, or department as positions occur, in reverse of the order in
21 which they were transferred.

22 **Section 9 — Assignment, Transfer, and Layoff**

23 **a) Assignment Issues, Bumping, Class Cancellations**

24 Teachers have the responsibility to complete all course
25 assignments. Failure to complete an assignment without giving
26 four weeks notice, other than job conflict, health, family leave, or
27 for other reasons of an emergency nature shall result in the
28 teacher losing seniority for that semester provided the teacher
29 has no other class assignment.

30 **b) Assignment Issues**

31 Changes in teaching assignments are to be accomplished in
32 a manner that minimizes bumping while balancing the rights of
33 students with those of faculty. The supervisor will notify faculty of
34 all teaching assignment(s) changes. All changes in assignments
35 made more than one-month prior to the start of the semester are
36 prescribed by procedures detailed in Article III, Section 4.

37 If a teacher finds one of the assignment issues below:

38 **1)** the load was not filled to the range specified on the
39 Letter of Availability and that a requested class for which
40 he/she is qualified and available was assigned to a less
41 teacher, or

42 **2)** an assigned class was canceled, or

- 1 **3)** he/she was bumped from an assignment, or
2 **4)** a class was incorrectly assigned

3 The teacher must notify his/her supervisor in writing or his/her
4 concern as soon as possible as defined within each subheading.
5 The time the instructor notifies the supervisor will dictate the rem-
6 edy. Should the instructor fail to provide notice as prescribed, the
7 instructor is foreclosed from seeking any remedies.

8 If proper notice is provided, the following remedies are
9 available:

10 **c) Semester Has Not Started**

11

12 **Five or More Days Before the Start of the Semester**

13

14 If the supervisor receives written notification of an
15 assignment issue more than five days before the start of the
16 semester, the teacher will be assigned to another class
17 according to seniority and as identified on the Letter of Avail-
18 ability. If all requested classes are assigned, the instructor
19 may bump a less senior teacher.

19

20 **Within Five Days Before the Start of the Semester**

21

22 If the supervisor receives written notification of an
23 assignment issue within five days of the start of the semes-
24 ter, the supervisor will implement one of the following
25 options in the order listed.

25

26 **1)** Be offered another class, if a class is available

26

27 **2)** Bump the least senior teacher according to the Letter
28 of Availability

27

29 **3)** If feasible as determined by the supervisor, teach the
30 class as independent study with the following workload
31 determinations:

31

32 **a)** 1-3 students = 5% load

32

33 **b)** 4-6 students = 10% load

33

34 **4)** Receive remuneration for assignments canceled;

34

35 **a)** Payment of \$125, or

35

36 **b)** Receive ten percent (10%) of the compensation
37 for that class, whichever is greater

36

37 **d) Semester Has Started**

38

39 If the supervisor receives written notification of an assign-
40 ment issue after the semester has started, the supervisor will
41 implement one of the following options in the order listed:

41

1) Be offered another class, if a class is available.

1 **2)** Bump the least senior teacher according to the follow-
2 ing guideline:

3 If no classes are available, the teacher may bump the
4 least senior teacher for a requested class, provided the
5 bumping takes place prior to the second class meeting and
6 the class has not met for more than three hours

7 **3)** If feasible as determined by the supervisor, teach the
8 class as independent study with the following workload
9 determinations:

10 a) 1-3 students = 5% load

11 b) 4-6 students = 10% load

12 **4)** Receive remuneration for assignment canceled within
13 six days after the start of the semester:

14 a) Payment of \$125, or

15 b) Receive ten percent (10%) of the compensation
16 for that class, whichever is greater

17 For assignment issues #1 and #4 as identified in paragraph
18 b), if notification is received during the semester and remedies #1
19 through #3 are not available, the instructor is limited to receipt of
20 remuneration as specified in #4 and seniority credit.

21 Bumping (Option #2) does not apply to summer school
22 assignments.

23 Weekend College assignment issues will require written
24 notification a minimum of four days prior to the start of Weekend
25 College classes.

26 **Section 10 — Access to Class Lists**

27 Part-time instructors shall have access to current computerized
28 complete section information through computer terminals on
29 each campus and in each Division. Seniority lists will be provided
30 on MATC's intranet (eMatc).

31 **Section 11 — Full-Time Vacancy Procedure**

32 **a)** The Union shall be advised of anticipated vacancies below
33 the Associate Dean level.

34 **b)** Vacancies in full-time teaching positions, non-teaching posi-
35 tions, and newly created positions will be publicized by posting a
36 notice at each campus as soon as such vacancies are known.

37 **c)** The notice shall clearly set forth the duties and qualifications
38 and the terminal date for filing applications to Personnel & Human
39 Resources. If there are two (2) or more openings for the same
40 position, the posted notice shall contain that information.

41 **d)** The Union and the District agree that it is desirable to fill
42 vacant positions, subject to applicable state and federal laws and

1 regulations, with qualified minorities, women, and members of
2 special populations in departments where there may be underuti-
3 lization according to the District's Affirmative Action Plan. Posi-
4 tions should be filled according to affirmative action and Human
5 Resources guidelines and not be in conflict with this agreement.

6 **e)** The following shall apply when employees apply to fill
7 vacancies in the full-time bargaining unit:

8 **1)** For the purposes of this clause, a position in the full-
9 time bargaining unit shall be considered vacant when no
10 full-time faculty member fills it through a transfer or applica-
11 tion to fill a vacancy.

12 **2)** The District must then apply Paragraph 5) below to a
13 minimum of sixty percent (60%) of the vacant faculty posi-
14 tions, described in Paragraph 1) above, in a school year
15 (July 1–June 30). The District shall notify the Union at the
16 time a position notice is posted if such position is exempt
17 from Paragraph 5) below.

18 **3)** All employees interested in the full-time position(s)
19 shall file an application with Personnel and Human
20 Resources.

21 **4)** If the position is declared exempt, the three most
22 senior qualified applicants will be accorded a personal
23 interview.

24 **5)** If the position is not declared exempt and applicants
25 meet or exceed the qualifications of the posted position, fifty
26 percent (50%) of the positions will be offered to one of the
27 three most senior qualified applicants by the Dean of the
28 respective division.

29
30 The remaining fifty percent (50%) of the non-exempt posi-
31 tions will be selected from the pool of tenured, part-time qualified
32 applicants. If the number of qualified applicants exceeds three
33 (3), a committee of three departmental faculty and three adminis-
34 trators will identify three finalists, one of which will be selected by
35 the divisional Dean.

36 After faculty acceptance, applicants will be notified that the
37 position has been filled.

38 **6)** The Board shall not be obligated to consider an appli-
39 cation of a probationary employee.

40 **f)** Upon request, the Union shall be advised of the names of
41 bargaining unit employees who applied for the vacancies
42 described above.

- 1 g) 1) Selection of individuals for Limited Term Full Time
2 Teaching Employment (LTE) opportunities shall be made in
3 accordance with the following provisions except that oppor-
4 tunities falling under Article I, Section C, of the full time work
5 agreement will be exempt from these requirements (alloca-
6 tions will be on a school year basis and will not accrue):

7 **# Vacancies # of Part-Time Faculty Chosen**

8	1	1
9	2	1
10	3	2
11	4	3
12	5	4
13	6	4
14	7	5
15	8	6
16	9	7
17	10	8
18	11	9
19	12	9

20 In the event LTE vacancies exceed twelve in a partic-
21 ular year, the percentage of the number offered/awarded to
22 part-time faculty will remain at seventy-five percent or
23 greater, rounded to the nearest whole integer.

24 2) Persons chosen from the part-time faculty will be the
25 most senior qualified instructor expressing written interest in
26 the position. Terms of qualification will be stated in the inter-
27 nal announcement of the opportunity and may be specific to
28 the position in which the vacancy occurs.

29 3) A person, from the part-time faculty, assigned as an
30 LTE instructor in a semester will be given a semester sen-
31 iority credit in the part-time unit for that semester.

32 **Section 12 — Access to Part-time Paraprofessional Vacancy**

33 Qualified part-time faculty shall have priority access to part-
34 time paraprofessional vacancies (after part-time paraprofession-
35 als have exhausted their rights) based on seniority as part-time
36 faculty.

37 **Section 13 — Employee Offices and Support**

38 a) [See Appendix I]

39 b) For the safety and convenience of the employees an inter-
40 com phone shall be provided in each office complex. Further, an
41 intercom phone shall be reasonably available to all classrooms,
42 laboratories, and shops where student discipline, or safety of the

1 students and employees are factors.

2 **c)** Clerical support will be provided for faculty to type tests, syl-
3 labi, school business letters, and prepare copies. Faculty must
4 present material in a timely fashion prior to the date of necessary
5 completion. The District will decide the form of faculty clerical
6 support and the method of utilization.

7 **d)** All employees shall be provided necessary textbooks and
8 office, classroom, and lab supplies, at Board expense, to conduct
9 classes.

10 **Section 14 — 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 each semester, shall be provided
16 the equivalent of one (1) session of orientation.

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

19 **Section 15 — School Calendars**

20 [See Appendix A]

21 **Section 16 — Substitute Teaching**

22 **a)** Substitution shall be defined as the act of taking over the
23 duties or responsibilities of another full or part-time teacher. Sub-
24 stitution shall be strictly voluntary on the part of the employee.

25 **b)** Substitution: part-time instructors shall have the option to
26 use professional discretion in consultation with their supervisor,
27 or designee, to make alternative arrangements (i.e. cancel class,
28 release for independent study, or request a specific full- or part-
29 time Local 212 unit member for purposes of continuity of instruc-
30 tion), for conducting their class in their absence. Otherwise,
31 substitute assignments shall be offered first to currently employed
32 certified faculty, then to certified faculty members who submitted
33 a Letter of Availability by the due date and received no teaching
34 assignment, then to certified personnel as stated in each divi-
35 sion's substitution policy.

36 If the substitute teaching opening is 50% or more of a full-
37 time teaching load, the District shall follow the procedures set
38 forth in Article III, Section 10g.

39 Once a faculty member begins a long term substitute
40 assignment that is approved by his/her supervisor, he/she will be
41 removed from the assignment upon the return of the originally

1 assigned teacher or after consultation with the originally assigned
2 teacher.

3 **c)** A teacher shall not be asked to “look in on” or otherwise
4 supervise a class in another room, shop, or lab when he/she is
5 already teaching in his/her own assigned room, except in a tem-
6 porary emergency.

7 **d)** Combining or “absorbing” of one (1) class into another shall
8 not be done except in extreme cases of emergency when no
9 other solution is possible, and shall be subject to the following:

10 **1)** When combining is done, every effort must be made to
11 match the type of students and classes as well as the level
12 of the classes.

13 **2)** Combining of classes is substitution and shall be com-
14 pensated for at the hourly rate agreed upon herein.

15 **3)** Scheduling more than one (1) class in the same room
16 at the same hour is not considered “combining” when this is
17 normally done on the basis of individual instruction.

18 **e)** Substitution shall be compensated for as follows:

19 **1)** Substitute Pay During Office Hours or Other Article III,
20 Section 2 Activities:

21 • 1-7 days per school year on a cumulative basis —
22 \$16.09 per class period in 2006-07, \$16.61 per class
23 period in 2007-08, and \$17.15 per class period in
24 2008-09.

25 • over 7 days per school year on a cumulative basis
26 — \$22.09 per class period in 2006-07, \$22.81 per
27 class period in 2007-08, and \$23.55 per class period in
28 2008-09.

29 **2)** Outside Regular Work Week: Substitution outside a
30 teacher’s regular work week schedule will be paid at \$32.21
31 per class period in 2006-07, \$33.26 per class period in
32 2007-08, and \$34.34 per class period in 2008-096.

33 **3)** When a teacher volunteers to take over a scheduled
34 class for more than two weeks, the teacher shall be paid at
35 class and step as provided in this agreement for all periods
36 from the beginning of the assignment. The assignment will
37 not be included as part of the instructor’s semester load.

38 **Section 17 — Seniority**

39 **a)** Seniority at MATC shall be determined by the number of
40 semesters an employee has taught at least one course. When-
41 ever two (2) or more persons have the same number of semes-
42 ters of seniority, the last four digits of each person’s social

1 security number (rank order, highest to lowest) will be used to
2 determine order of seniority. If tie still exists, the employee with
3 the earliest birth date (day and month) will be deemed most senior.
4 Employees hired after the effective date of this agreement,
5 shall not receive any semester seniority credit for work performed
6 prior to July 1, 1991, unless the employee has worked subsequent
7 to July 1, 1991.

8 **b)** All seniority and recall rights shall terminate after an
9 employee has been on layoff for a period equal to the employee's
10 total seniority at the time of such layoff, but not less than twenty-
11 four (24) months nor more than sixty (60) months, except as provided
12 in item (c) below.

13 **c)** Any part-time instructor who has not submitted a Letter of
14 Availability for eighteen (18) consecutive months will be sent a
15 certified letter asking if they are interested in continuing to teach
16 at the College. If the letter is returned to the District and received
17 within thirty (30) calendar days with an affirmative reply, the
18 instructor will remain on the seniority list; otherwise, the instructor's
19 seniority rights shall terminate. Local 212 and the employee shall be
20 notified of the decision to terminate seniority rights.

21 **d)** An employee who chooses not to teach for a semester or
22 more shall be considered on voluntary layoff.

23 **e)** A seniority list shall be provided the Union by Human
24 Resources not later than October 15 of each year.

25 **f)** The college may grant one but no more than two semesters
26 of seniority to a part-time faculty member in good standing who is
27 the recipient of a professional development and/or community
28 service opportunity of state, national or international recognition,
29 when participation prevents he/she from teaching. To be eligible,
30 the employee must first receive written permission from his/her
31 supervisor to participate in the program or competitive process
32 that offers the opportunity. Granting seniority for these purposes
33 will be at the discretion of the Vice-President of Academic Affairs.

34 **Section 18 — Educational/Program Changes and Innovations**

35 **a)** Suggested changes or innovations for more effective classroom
36 instruction/program may be proposed by the employees to their
37 immediate supervisor with copies to the Deans or Provost.

38 **b)** Major educational/program changes or innovations must be
39 discussed by the appropriate supervisors, department, and
40 employees before implementation.

41 **c)** When major educational/program changes or innovations
42 are to be introduced, plans for accomplishing the change shall be

1 developed by the appropriate supervisors and employees, taking
2 into consideration such elements as staff, facilities, equipment,
3 supplies, services, etc.

4 **d)** Part-time faculty shall have the opportunity within their
5 department to participate in the formulation of policy in relation to
6 academic affairs. Such participation shall include: selecting text-
7 books, participation in the process of approval of courses, defin-
8 ing academic credentials for a specific discipline, participating in
9 departmental and divisional committees, and other matters
10 directly affecting methods of delivery of educational services (e.g.
11 use of technology, distance learning, College of the Air).

12 **e)** The parties anticipate that experimental and innovative pro-
13 grams will require deviations from certain provisions of the cur-
14 rent Agreement. In the event that such programs are
15 contemplated, the parties shall negotiate in good faith to deter-
16 mine appropriate exceptions to this Agreement.

17 **f)** All administrative proposals and recommendations to
18 reduce or eliminate programs and services involving Bargaining
19 Unit members shall be discussed with the employees affected as
20 soon as the Provost believes he/she will pursue the validation of
21 such proposals and recommendations. Union representatives will
22 be advised at the same time of such discussions and given the
23 same data.

24 **g)** The Board and the Union recognize Educational Research
25 and Dissemination (ER&D), a program directed by Local 212 fa-
26 culty and staff, as an important educational tool. As such, the
27 Board and Union commit to continue to fund the ER&D program
28 at MATC. MATC will establish its separate cost center number for
29 purposes of funding.

30 **Section 19 — Voting Rights**

31 Full and part-time faculty/counselors shall have the right to
32 vote for instructional chairs. Departments may develop guidelines
33 to oversee the election process. Guidelines may include rules for
34 eligibility for voting. Rules must apply to both full- and part-time
35 staff.

36 **Section 20 — Temporary Parking**

37 **a)** Employees shall be given access to parking. However, such
38 access shall not be in conflict with the parking agreement
39 between the full-time faculty Union and the District.

40 **b)** Employees who are required by MATC to travel from the Mil-
41 waukee Campus during the work day and who must load or
42 unload materials or equipment which can't conveniently be car-

1 ried to or from their parking places, will be given, upon request,
2 temporary parking permits to park in designated locations solely
3 for the amount of time needed for such loading or unloading.

4 5 **ARTICLE IV — Grievance Procedure**

6 **Section 1 — Definitions**

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

9 **b)** A complaint is a personal dissatisfaction of an employee
10 with any aspect of his/her employment which does not involve a
11 grievance as defined above.

12 **Section 2 — Rights**

13 **a)** A grievance may be filed at the step commensurate with the
14 level of authority responsible for the act which is being grieved.

15 **b)** Either the Union or the Employer shall have the right to be
16 represented by counsel or such additional persons as are
17 deemed necessary at any step of this procedure.

18 **c)** The Union shall have the right to be present at any step of
19 this procedure when an employee chooses to process a grievance
20 on his/her own behalf. The Union shall receive prior notice
21 of all such hearings.

22 **Section 3 — Limitations**

23 **a)** The grievance or complaint procedure provided in this
24 Agreement shall not prohibit the parties from using any proce-
25 dures or remedies afforded by law.

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

29 **c)** Any time limit in the procedure may be extended by mutual
30 consent in writing. If the grievance is not pressed by the Union or
31 the employee within the prescribed time limits it shall be consid-
32 ered closed.

33 **d)** No decision or adjustment of a grievance shall be contrary
34 to this Agreement.

35 **e)** Failure of the employer to communicate the decision on a
36 grievance at any step of the procedure within the specified time
37 limit shall permit the Union to submit an appeal at the next step
38 of the procedure.

39 **f)** Whenever it is necessary to hold hearings on a grievance
40 during the work day, the employees, limited to three (3), whose
41 presence is deemed necessary by the Union to properly process
42 the grievance shall be allowed time without loss of salary. Addi-

1 tional employees required in these hearings may be permitted by
2 mutual agreement.

3 **g)** The final step for resolving a complaint will be Step 3 as out-
4 lined in Section 4 below (an appeal before the Provost or
5 designee whose decision shall be final).

7 **Section 4 — Steps**

8 *Step 1. (Verbal)*

9 Employees may discuss their grievances with their immedi-
10 ate supervisor directly and individually or accompanied by their
11 Union representative.

12 **a)** The immediate supervisor shall inform the employee of
13 his/her decision within three (3) work days after such discussion.

14 **b)** An employee may waive this step and proceed to Step 2 in
15 the procedure if he/she so desires.

16 *Step 2. (Written)*

17 If the grievance is not resolved satisfactorily, the employee
18 may submit the grievance, in writing, to the employee's immedi-
19 ate supervisor within seven (7) work days after receipt of the ver-
20 bal decision.

21 **a)** The immediate supervisor shall hear the grievance with the
22 employee and his/her Union representative or the Union within
23 five (5) work days after the receipt of the grievance in writing.

24 **b)** Within five (5) work days after the hearing, the immediate
25 supervisor shall inform the employee and Union, in writing, of
26 his/her decision.

27 *Step 3. (Appeal)*

28 If the grievance is not resolved satisfactorily, the employee or the
29 Union may appeal within ten (10) work days to the Provost.

30 **a)** Within ten (10) work days after the receipt of the appeal the
31 Provost shall hold a hearing on the grievance.

32 **b)** The employee and the Union shall be given notice at least
33 two (2) work days prior to the hearing.

34 **c)** Within five (5) work days after the hearing, the Executive
35 Vice President shall inform the employee and the Union in writing
36 of his/her decision.

37 *Step 4. (Arbitration)*

38 If the grievance is not resolved satisfactorily, the Union may
39 appeal within fifty (50) work days for arbitration. Failure to make
40 a written request to the WERC for a list of arbitrators within such
41 fifty (50) work days shall mean that the grievance is closed. If a
42 request for a list of arbitrators is timely made, but the requesting

1 party does not proceed within twenty-five (25) work days after
2 receipt of the list to select an arbitrator and schedule a hearing,
3 the grievance shall be closed unless such failure is caused by the
4 other party or the proposed arbitrator. The provisions covering
5 arbitration are as follows:

6 **a)** In the selection of an arbitrator, parties shall meet in an
7 effort to reach mutual agreement. If no agreement is reached
8 within two (2) weeks after the initial request for arbitration, then
9 the arbitrator shall be selected as follows:

10 The Employer and the Union shall request a list of five (5) private
11 arbitrators from the WERC. Either the employer or the Union may
12 reject the entire list and ask for a second (2nd) list to be fur-
13 nished. However, neither the employer nor the Union may reject
14 more than one (1) list. When a list is agreed upon, the employer
15 or the Union shall then alternately strike names from the list, com-
16 mencing with the party which loses a coin toss. The last person
17 remaining upon such list shall be the arbitrator.

18 **b)** Each grievance shall be submitted to a separate arbitrator.

19 **c)** The decision and award of the arbitrator shall be in writing
20 and shall set forth his/her opinions and conclusions on the issues
21 submitted to him/her.

22 **d)** The decision and award of the arbitrator, if made in accord-
23 dance with his/her jurisdiction and authority under this Agree-
24 ment, will be accepted as final by the parties to the dispute and
25 both parties will abide by it.

26 **e)** The sole function of the arbitrator shall be to determine
27 whether there has been a violation of an express provision of this
28 Agreement but shall have no power to add to, subtract from, mod-
29 ify, or amend this Agreement.

30 **f)** The cost of arbitration shall be shared equally by the Board
31 and Union. Any additional costs for witnesses, transcripts, or
32 counsel shall be borne by the requesting the Union or the
33 Employer.

34 **ARTICLE V — Salaries and Professional Growth**

35 **Section 1 — Salary Schedule**

36 **a)** The salary schedule for teachers for the period of July 1,
37 2006 through June 30, 2009, is indicated in Appendix B.

38 **b)** A teacher in steps 0-13 who has fulfilled cyclical require-
39 ments for certification purposes and has worked at least 384 total
40 hours (approximately 80% load) shall advance one step on the
41 salary schedule at the beginning of the next semester. Summer
42

1 assignments will not be counted toward the cumulative hours
2 worked. The total hours accumulated above 384 (carryover) will
3 be counted toward the next step advancement. Teachers will not
4 accumulate more than 240 hours in any semester.

5 **Section 2 — Salary Determination**

6 The rules for the determination of classification and step for
7 teachers are attached as Appendices C and D.

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

9 **a)** The Wisconsin Technical College System Board establishes
10 requirements for original and continued certification for
11 employees.

12 **b)** Maintenance of Certification — An employee who, absent
13 justifiable extenuating circumstances, fails to maintain necessary
14 WTCS certifications(s) and has his/her certification expire, will be
15 subject to layoff.

16 **1)** Employees with pending deficiencies will be notified of
17 the deficiencies one-year in advance of when the deficien-
18 cies will occur.

19 **2)** The associate dean/supervisor shall meet with each
20 teacher/counselor in the last year of their certification cycle,
21 at twelve months and six months prior to their certification
22 date, to facilitate completion of certification requirements.

23 **3)** Employees that rectify deficiencies after being laid off
24 will be recalled, based upon seniority, in the subsequent
25 semester.

26 **4)** Employees should contact MATC's certification office
27 regarding current certification requirements.

28 **5)** Employees will be notified by letter of the general cer-
29 tification requirements for Part-time Approval or Part-time
30 Provisional Certification.

31 **Section 4 — Salary Reclassification**

32 Programs of study or courses which have not received prior
33 approval by the Dean or Regional Administrator shall be credited
34 for salary reclassification only if approved at the discretion of
35 the Executive Dean. To avoid misunderstanding, teachers are
36 encouraged to obtain advance approval.

37 Salary reclassification, following the completion of require-
38 ments for the new class, shall be effective only if requested by an
39 application and supported by appropriate documentation. If the
40 application for reclassification is received by the fifth (5th) day of
41 the term (each semester) and documentation is furnished as
42 soon as it is available, the reclassification shall be effective at the

1 beginning of that term. If the application is submitted after the fifth
2 (5th) day of the term, the reclassification shall be effective at the
3 beginning of the following term.

4 Once an employee receives a classification or reclassifica-
5 tion, the resulting classification shall continue if the employee
6 changes to another bargaining unit.

7 **Section 5 — Salaries**

8 The Union and Board will work together to attempt to sim-
9 plify the pay system for the part-time faculty. This system will
10 retain the class and step system.

PAY RATES

ACCESS TO WORK

When	Part of 49% Load	Voluntary Overload	Right to Work 49%	Right to Work Up to 100%
175-day school year ⁽¹⁾	C&S at P-T Rate	None	Based on Seniority, Preference and Class Section Availability	None
Recess ⁽²⁾ Winter Break Spring Break	N/A	C&S at P-T Rate up to 100%	N/A	Based on Seniority and Section Availability
Summer ⁽²⁾ (Ending of Spring Semester to beginning of Fall Semester)	Up to 49.9% at C&S at P-T Rate averaged over this period	None	Seniority — Based upon rotation preference, and class section availability	None
CE&WD	Fits into any of above listed categories	As noted in pertinent category above	Based upon rotation, preference, and availability of classes	As noted in pertinent category above

(1) These assignments are made only after all full-time faculty are assigned to a 100% full-time load.

(2) These assignments are made only after all full-time faculty desiring assignments receive up to 100% load.

1 **ARTICLE VI — Insurance**

2 **Section 1 — Fringe Benefits**

3 All employees in the bargaining unit are entitled to partici-
4 pate in the health and dental programs as specified below. The
5 Employer shall guarantee coverage.

6
7 **Section 2 — Health**

8 **a)** Family or single coverage health insurance is available pro-
9 vided the employee pays the premium in advance. The single and
10 family premium rates shall be the same as the rates paid by the
11 full-time faculty. Effective November 1, 2007, MATC will pay forty-
12 one percent (41%) of the cost of a single policy premium of the
13 plan chosen whether the coverage is single or family. Enrollment
14 will be during the normal open enrollment period, or, in the event
15 of a COBRA “qualifying event,” the day after loss of coverage
16 elsewhere provided the employee has met the notice and docu-
17 mentation requirements prescribed by federal COBRA law.

18 Complete details of these programs are in Appendix L.

19 **1)** A pre-existing stipulation shall apply to all employees
20 and dependents enrolling in the Employer’s self-insured
21 health insurance program. Preexisting condition means
22 maternity, sickness, or bodily injury for which the employee
23 or dependent has received medical attention (care, treat-
24 ment, services, medication, diagnosis or consultation) dur-
25 ing the six-month period immediately prior to the effective
26 date of the employee’s medical coverage under the plan.

27 **2)** Pre-existing conditions are covered after the end of a
28 period of:

29 **(a)** Six months of continuous coverage under the
30 plan during which time the employee/dependent did
31 not receive medical attention for the condition: or

32 **(b)** Twelve months during which the employee have
33 been continuously covered under the plan. (See
34 attached chart and the current plan design in Appendix
35 L and the Summary Plan Description effective January
36 1, 2008, available in Human Resources.)

37 **b)** The employee may continue to pay health insurance premi-
38 ums while on accumulated sick leave or paid medical leave. After
39 an employee’s accumulated sick leave has been exhausted, the
40 employee may continue premium payments for a period of up to
41 but not exceeding thirty (30) months.

42 **c)** Health insurance may be continued through the summer

1 recess for those teachers employed for the previous semester.

2 **d)** Optional coverage offered by a health maintenance organi-
3 zation (HMO) shall be made available to all employees, provided
4 that any employee who elects the HMO coverage shall be
5 required to pay monthly, in advance, the premium amount.

6 **e)** If an employee is laid off, the employee may continue health
7 insurance coverage for an additional thirteen (13) months.

8 **f)** In the event of any national health insurance program, no
9 benefits provided hereunder shall be reduced or eliminated, pro-
10 vided, however, that any benefit or coverage provided by the
11 legally required program need not be duplicated under the pro-
12 gram provided by the Board.

13 **g)** Local 212 agrees to the following health plan changes effec-
14 tive January 1, 2008:

- 15 • A Patient Advocate/Community Health Coordinator pro-
16 gram for active employees included the “High-Level”
17 PPO health plan. No loss of benefits or increased costs
18 in plan design for services to employees will result sole-
19 ly from the implementation of the Patient Advocate/Com-
20 munity Health Coordinator program.
- 21 • Discontinuance of the Humana Advantage HMO plan

22 **h)** Effective January 1, 2008, MATC agrees to offer family
23 health insurance coverage for same sex domestic partners for eli-
24 gible employees (children of domestic partner excluded) in accor-
25 dance with the provisions of Article VII, Section 1 (above) and
26 subject to the coverage guidelines for domestic partner benefits.

27 **Section 3 — Dental**

28 **a)** Family or single coverage dental insurance is available pro-
29 vided the employee pays the monthly premium in advance.
30 Employees desiring such coverage shall be obligated to sign for
31 a minimum of one year of dental insurance. The one year mini-
32 mum shall be waived if the employee is subsequently laid off. The
33 single and family premium rates shall be the same as the rates
34 paid by the full-time faculty.

35 **b)** Employees enrolled in the Care Plus option as of the date of
36 ratification of this Agreement will be allowed to remain and par-
37 ticipate in the plan. No new members will be added.

38 **c)** The employee may continue to pay dental insurance premi-
39 ums while an employee is on accumulated sick leave or paid
40 medical leave. After an employee’s accumulated sick leave has
41 been exhausted, the employee may continue premium payments
42 for a period of up to but not exceeding thirty (30) months.

- 1 **d)** Dental insurance may be continued through the summer
 2 recess for those teachers employed for the previous semester.
 3 **e)** If an employee is laid off, the employee may continue den-
 4 tal insurance coverage for an additional ninety (90) days.
 5 **f)** The Board reserves the right to select the insurance carrier.
 6 **g)** Effective January 1, 2008, MATC agrees to offer dental
 7 insurance coverage for same sex domestic partners for eligible
 8 employees (children of domestic partner excluded) in accordance
 9 with the provisions of Article VI, Section 3 and subject to the cov-
 10 erage guidelines for domestic partner benefits.
 11 **h)** The following is a summary of benefits provided under the
 12 indemnity plan, effective January 1, 2008:

13
 14 **SCHEDULE OF TRADITIONAL (Non-DMO) DENTAL BENEFITS**

15		
16	Maximum per participant per calendar year	\$2,500.00
17	Deductible per participant per calendar year	\$25.00
18	Maximum family deductible per calendar year	\$75.00
19	Diagnostic*	100%
20	Diagnostic X-rays	
21	Oral examinations	
22	Preventive*	100%
23	Ancillary	100%
24	Anesthesia and injections	
25	Emergency palliative treatment and	
26	denture repairs/adjustments	
27	Restorations	
28	Regular (Direct Fillings)	100%
29	Precious Metal (Indirect Fillings)	50%
30	Oral Surgery	80%
31	Endodontics	80%
32	Periodontics	80%
33	Prosthodontics	50%
34	Orthodontics (separate maximum)*	50%
35	Lifetime maximum per participant	\$1,500.00
36	Dependents covered to age 19	

37
 38 *Not subject to deductible

39
 40 Dependents Covered — Same as for current Employee
 41 Health Insurance Plan

42 Eligibility for Coverage — Same as for current Employee
 43 Health Insurance Plan

1 **Section 4 – 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 \$125.00 per plan year for hardware (frames and
6 lenses, including contact lenses).

7 **Section 5 – Section 125 Flex Plan**

8 Beginning January 1, 2008, employees with a teaching assign-
9 ment are eligible to participate in a Section 125 Flexible Benefit
10 Plan. This plan allows employees to pay for medical and dental
11 expenses, child care and certain other expenses with pre-tax dol-
12 lars with a total annual contribution limit of five hundred dollars
13 (\$500.00) for all expenses referenced herein. Employees have
14 the option to enroll each calendar year, and during enrollment
15 must elect the amount of pre-tax dollars, subject to the total annu-
16 al contribution limit described herein, to be withheld from each
17 payroll check. Employees will be reimbursed for the monies with-
18 held on a pre-tax basis upon submittal of receipts or statements
19 for expenses not covered by insurance to the Plan Administrator.
20 Employees will be notified on a regular basis of their Section 125
21 Flexible Benefit Plan account balances.

22 **Section 6 — Life**

23 **a)** Full group life insurance premium for all eligible employees
24 as currently provided. The following is a brief outline of the major
25 provisions:

- 26 **1)** Amount — \$10,000.
- 27 **2)** Accidental Death — Principal sum doubled.
- 28 **3)** Dismemberment — According to the schedule.

29 **b)** The Board shall continue to pay life insurance premiums
30 while an employee is on accumulated sick leave or paid medical
31 leave.

32 **c)** Life insurance shall be continued through the summer
33 recess for those teachers employed for the entire prior school
34 year.

35 **d)** The current insurance coverage will not be changed by the
36 Board without Agreement from the Union.

37
38 **Section 7 — Change of Carriers**

39 The current insurance coverage and benefits will not be changed
40 except by mutual agreement. The Board may change insurance
41 carriers and enter into a replacement contract with any other
42 qualified insurer or establish a self-administered plan provided:

1 a) The cost of any replacement plan/program shall be no
2 greater to individual group members than prior to making the
3 change.

4 b) That coverage and benefits of such replacement program
5 shall be at least identical to the current coverage and benefits
6 currently in effect for employees and retirees.

7 c) Prior to a substitution of carrier or implementing a self-
8 administered plan, the Board agrees to provide the Union with a
9 full 60 days to review any new plan.

10 d) The Board shall supply the Union with a complete copy of all
11 insurance plans in effect as of January 1, 2008, within thirty (30)
12 days of the signing of this Agreement.

13 e) Any dispute arising out of an alleged failure of the Board to
14 abide by the assurances contained in this section may be sub-
15 mitted directly to Arbitration by the Union. The decision of the
16 Arbitrator shall be limited to the determination of whether or not
17 the substitute plan is in compliance with (a), (b), (c), (d), and (e)
18 above, shall specifically identify the lack of compliance, and shall
19 be final and binding in that respect. The Arbitrator shall not have
20 the authority to modify it in order to comply with the assurance of
21 this section. Any such challenge shall be brought by the Union
22 within the 60 days period of review provided in (d) above. No sub-
23 stitute plan shall be implemented until the issues submitted to
24 Arbitration have been resolved.

25 **Section 8 — TDA Participation**

26 Part-time Teachers may participate in TDA programs on a
27 percentage of gross pay basis. Human Resources and Payroll
28 will establish administrative rules in regard to participation.
29

30 **ARTICLE VII — Pension**

31 **Section 1 — Retirement System Contribution**

32 a) The Board shall pay the full employee's contribution to the
33 Wisconsin Retirement System.
34

35 **Section 2 — Definition of Retiree**

36 A retiree shall be defined as an employee who has seniori-
37 ty of 20 or more semesters of service to MATC, who is age 55 or
38 older. An employee who has seniority of 20 or more semesters of
39 service to MATC who becomes totally and permanently disabled
40 and who qualifies for a Wisconsin Retirement System disability
41 annuity and therefore retires from MATC is also considered a
42 "retiree" under the terms of this agreement. Retirees may contin-
43 ue Health Insurance benefits on a self-paid basis.

1 **ARTICLE VIII — Leaves of Absence**

2 **Section 1 — Sick Leave**

3 **a) Computation and Accumulation**

4 **1)** Effective with the employee's date of hire, sick leave
5 shall be calculated each semester at a rate of 1 times the
6 teacher's weekly hourly workload (including office hours and
7 other Article III, Section 2 activities when they become effective),
8 with maximum accumulation up to 640 hours.

9 **2)** Teachers employed after the beginning of the school
10 year shall be credited with a proportionate amount.

11 **b) Use**

12 Each employee has the right to use his/her annual sick
13 leave for personal illness or for absences for personal and compelling
14 reasons. The concept of "personal and compelling reasons"
15 shall include but shall not be limited to the following:

16 **1)** A required attendance at a court proceeding,

17 **2)** A required attendance at a legal proceeding for the
18 purchase or sale of a home in which the employee will
19 reside,

20 **3)** Absence due to summoning by a governmental
21 agency, such as the Internal Revenue Service or the Draft
22 Board,

23 **4)** Absence due to adoption of a child by the employee,

24 **5)** Absence due to attendance at a funeral of a close
25 friend, a relative, or a fellow employee,

26 **6)** Absence due to travel involved in funeral attendance,

27 **7)** Where established religious discipline makes it
28 mandatory upon the employee to desist from his/her daily
29 occupation.

30 **8)** Absence to attend the graduation of a son or daughter
31 from high school or an institution of higher learning, and

32 **9)** Other emergency absences of a reasonable nature.

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

36 **c) Reports and Procedures**

37 Requests for the use of sick leave shall be on forms provided
38 by the Board. In any case other than personal illness, the
39 employee must file a written explanation with the immediate
40 supervisor as early as the circumstances reasonably permit and
41 in advance of the absence whenever possible. With respect to
42 absences for an aggregate of three days per school year for per-

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

22 **d) Notification of Accumulation**

23 Each employee will be informed of the status, as of August
24 31st, of accumulated sick leave by November 1st of each year.

25 **Section 2 — Medical Leave**

26 **a)** An employee, upon request, shall be granted a medical
27 leave of absence for the period of time during which they are
28 medically unable to perform their regular duties when such
29 absence is expected to exceed two weeks. The employee will at
30 their option be paid their salary per Article VIII 1 b) for lost time
31 due to medical leave.

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

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

42 **d)** If an employee expects to be medically unable to perform

1 their duties for an extended period of time beyond the expected
2 return date they should notify the District, as per c) above.

3 e) Requests for medical leave of a confidential nature may be
4 discussed with the immediate supervisor and if approved by the
5 immediate supervisor, the employee will not be required to state
6 in writing the detailed nature of the request per b) and c) above.

7 **Section 3 — Maternity Leave**

8 a) Temporary disability leave will be granted for such period of
9 time as may be medically necessary as established by satisfac-
10 tory medical evidence. Temporary disability leave is treated in
11 accordance with sick leave provisions of this contract.

12 b) After any period of disability on account of pregnancy, the
13 District Director may grant leave without pay as provided in Arti-
14 cle VIII, Section 8.

15 c) For employees in JTPA, or other federally funded programs,
16 the maternity leave shall terminate if the employee's position is
17 eliminated by termination of the program and the employee has
18 no right to transfer to a different position.

19 **Section 4 — Duty-Incurred Disability Leave**

20 If employees are absent from work due to a duty-incurred
21 disability directly related to their employment, the following shall
22 apply:

23 a) If this injury is covered by Worker's Compensation, they
24 shall receive, in addition to the Worker's Compensation, the dif-
25 ference between their payment and their regular salary, less
26 mandatory tax withholding, for a period not to exceed 150 work-
27 ing days from the first (1st) day following the incident. This shall
28 be in addition to their accumulated sick leave. During this period
29 of time, the employee's other fringe benefits shall be maintained.

30 b) In order to be eligible for this benefit, the employee shall
31 promptly report the incident to his/her immediate supervisor.

32 c) If an employee is finally adjudged guilty of a criminal charge
33 or has judgment entered against him/her in a civil case as relat-
34 ed to the incident, the Board has no further responsibility for pay
35 or loss of accumulated leave.

36 **Section 5 — Professional Leave**

37 a) Definition

38 Professional leave shall be defined as leave granted for
39 attendance at conferences, conventions (including WFT Conven-
40 tions), workshops, institutes, school visitations, and other similar
41 meetings which are related directly to the improvement of the
42 teachers and their department or division.

1 **b) Allowance**

2 Professional leave shall be granted, with approval of the
3 immediate supervisor, according to semesters of employment
4 based on the following schedule:

5 Semesters Employed	6 Professional Leave Hours
7 0-3	8 2
9 4-6	10 5
11 7-9	12 8
13 10 or more	14 10

15 Up to four (4) hours of unused professional leave may be
16 carried over to the succeeding work year. For school year employ-
17 ees, professional leave may not be taken during the separate
18 summer school employment, unless otherwise approved by and at
19 the sole discretion of the employee's immediate supervisor.

20 **c) Request and Approval**

21 Employees shall submit a request to their immediate super-
22 visor thirty (30) days in advance of the meeting if possible. The
23 supervisor shall respond within five (5) days. Provided the pur-
24 pose of the leave qualifies under subparagraph (a) above, the
25 request shall be approved based on departmental needs.

26 **d) Classroom Arrangements**

27 Teachers going on professional leave shall provide a plan
28 for the continuity of their instructional program.

29 **e) Reports**

30 Employees granted professional leave shall share their experi-
31 ences, in writing on District forms when requested, with their divi-
32 sions or departments at the earliest possible time following the
33 leave.

34 **Section 6 — Called Conference**

35 **a) Definition**

36 A meeting called by a state or federal agency, or a meeting
37 called by a professional organization, or a meeting where atten-
38 dance is requested by the administration.

39 **b) Approval**

40 The Provost may approve such leaves.

41 **c) Salary Continuation and Expenses**

42 The Provost may approve salary and/or appropriate
expenses.

d) Reports

Employees who have attended a called conference may be
required by their supervisor to prepare a written summary of the

1 meeting and upon return may be required to relate their experi-
2 ences to their department.

3 4 **Section 7 — Union Leave**

5 **a) With Pay**

6 The Board shall make available to the Union a total of forty
7 (40) hours annually for leave for business, which is determined to
8 be mutually beneficial to the Union and the Board. The Union
9 President may designate the use of up to thirty (30) of such hours
10 without the approval of the President, provided that the propriety
11 of the purpose of such use may be disputed by the administration
12 through the usual contract procedures as defined under absence
13 for Personal and Compelling Reasons. The designation of the
14 use of the remaining ten (10) shall be by mutual agreement of the
15 Union President and the President. In every case, whether or not
16 the agreement of the President is required, the designation by the
17 Union President shall be submitted to the President as early as
18 reasonably practicable. The President (a) shall affirm his/her
19 mutual agreement to the designation, or (b) shall neither agree to
20 nor dispute the designation by the Union President, such
21 response to be made prior to the date of the leave if reasonably
22 practicable. Such employee time includes but is not limited to
23 appearances at legislative hearings, service on study committees
24 outside the regular responsibility of the school, and representa-
25 tion on civic commissions where the scheduled meetings occur
26 during the regular work day.

27 **b) Without Pay**

28 The Union shall be entitled to designate three (3) delegates
29 to the AFT annual national convention, each of whom may take
30 two (2) non-student contact days for leave without pay to attend
31 such convention. The employees intending to take such leave
32 without pay shall give reasonable advance notice to the adminis-
33 tration but such leave shall not require approval. The availability
34 of such leave without pay shall not in any manner affect whether
35 leave for the AFT national convention may also qualify for union
36 leave under subsection (a) above or for unpaid leave under Sec-
37 tion 9 below.

38 39 **Section 8 — Other Leaves Without Pay**

40 **a)** Upon request and with at least two (2) weeks notice,
41 employees may be granted leave without pay, when recommend-
42 ed by the Provost and approved by the President and Board, for

1 the following purposes:

2 **1)** Civic Participation Leave. Such leave includes election
3 or appointment to a position of public responsibility.

4 **2)** Labor or Organizational Leave. Such leave includes
5 election or appointment to perform service as a representa-
6 tive of a local, state, or national labor or professional organ-
7 zation.

8 **3)** Occupational Leave. Such leave includes a period
9 wherein the employee wishes to acquire experience and
10 knowledge in his/her field as an employee in private or pub-
11 lic employment.

12 **4)** Humanitarian Service Leave. Such leave to include
13 Peace Corps, VISTA, etc. (See Article III, Sec. 17e)

14 **5)** Sabbatical Leave. Such leave includes a period
15 wherein the employee wishes to acquire knowledge in
16 his/her field at an educational institution or through travel

17 **6)** Additional Leaves. Such leaves, for good and suffi-
18 cient reasons, may be granted at the discretion of the
19 Provost. If such leave extends beyond thirty (30) calendar
20 days, it must be approved by the District Director and the
21 Board.

22 **b)** The period of time for which such leaves are granted shall
23 not exceed two (2) years or one (1) term of office.

24 **c)** Employees on such leave shall, if they so desire, be permit-
25 ted to make their own and the Board's regular contributions to all
26 benefits requiring such contributions.

27 **d)** An employee's prior increment credit and seniority rights
28 shall be retained and applied upon return to his/her position in the
29 school.

30 **e)** For leaves greater than thirty (30) calendar days, the Board
31 shall notify the employee, in writing, as to the employee's rights
32 and benefits while on such leave.

33 **Section 9 — Military Leave**

34 **a)** Employees who enlist, are drafted, or are otherwise called
35 to military service shall be granted a leave of absence without pay
36 in accordance with the provisions of federal and state laws and
37 this Agreement.

38 **b)** Employees granted such leave shall upon their return be
39 credited for their previous service in the school and the number
40 of years permitted by law for military service credit if they have
41 not already received this, these years to be used as the basis for
42 placement on the salary schedule and accrued seniority.

1 c) Employees who are members of a reserve or National
2 Guard component of the Armed Forces and who enter into active
3 duty for training or enter special service during scheduled work-
4 ing days, shall be paid the difference between the amount of pay
5 they receive from the federal or state government for such duty
6 and their regular earnings, if the government compensation is
7 less, calculated on the basis of their normal daily or weekly
8 salary, but not to exceed four (4) weeks per year. Any such
9 assignment must be reported to the supervisor as soon as possi-
10 ble and a copy of the official military orders must be provided to
11 MATC as soon as it is available.

12 d) Employees returning from extended military service shall be
13 informed of their rights by appropriate Human Resources staff
14 and their supervisors.

15 **Section 10 — Return After Leave**

16 a) Employees returning from an extended leave shall be
17 restored to the status they held at the time the leave was granted
18 unless additional education and experience shall entitle them to
19 improved status.

20 b) A certificate of health from a physician shall be required
21 upon return from sick leave, maternity leave, military leave, or
22 duty-incurred disability leave.

23 **ARTICLE IX — Employee Files and Evaluation**

24 **Section 1 — Employee Files**

25 a) An employee shall have the right to examine the contents of
26 his/her personnel file. All materials, except credentials from col-
27 leges and inquiries and reference letters, shall be available to the
28 employee and, upon the written authorization of the employee, to
29 representatives of the Union.

30 b) Employees shall have the right to answer or qualify such
31 material or report filed, and said answer shall be attached to the
32 material in the file.

33 c) Employees shall be permitted to have included in their file
34 any material which they feel is pertinent to their professional
35 career, performance as employees, and personal qualifications.

36 d) No record that an employee has participated in a grievance
37 shall be filed in the employee's personnel or confidential file.

38 e) Any materials outside an employee's personnel file to be
39 used in disciplinary action against the employee shall be provid-
40 ed to the employee when the action is being taken. However, this
41 shall not preclude the use of materials discovered after the action
42

1 is taken. This material will be provided to the employee upon its
2 discovery.

3 **Section 2 — Employee Evaluation**

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

9 **b)** To achieve these results the following steps shall be
10 initiated:

11 **1)** Each employee shall receive a copy of his/her evalua-
12 tion at the time it is made.

13 **2)** In the case of an unsatisfactory evaluation, a confer-
14 ence between the employee and the Dean or designee shall
15 be initiated immediately by the supervisor. The employee
16 has the right to Union representation at such conference.

17 **3)** In the case of an unsatisfactory report, the employee
18 shall have the right to submit written comments to be for-
19 warded to the employee's Deputy Director with the supervi-
20 sor's report. At the employee's request copies of his/her
21 comments shall be placed with the supervisor's report in the
22 personnel file.

23 **4)** It shall be the responsibility of the supervisor to assist
24 employees in their development in every reasonable way.

25 **5)** The intercommunication system shall not be used for
26 observation or evaluation of employees.
27

28 **ARTICLE X — Academic Freedom**

29 **Section 1 — Within MATC**

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

37 **Section 2 — Outside of MATC**

38 When employees speak or write as citizens outside of
39 school, they shall be free from administrative and institutional
40 censorship and discipline. However, the employees have the
41 responsibility to clarify the fact that they speak as individuals and
42 not as employees of this school.

1 **ARTICLE XI — Publication Rights, Inventions, and Patents**

2 **Section 1 — Board Rights**

3 a) Materials or devices created as part of the officially
4 assigned employee responsibility shall be the property of the
5 Board.

6 b) The Board shall patent or copyright all such materials or
7 devices in its own name; however, such items shall bear the
8 name(s) of the creator(s).

9 c) All profits from the production of said material or device shall
10 be returned by the publisher or agent to the school.

11 d) In order to stimulate such creations:

12 1) Fifty percent (50%) of the profits shall be distributed
13 and returned to the innovator(s) and producer(s) of the
14 material or devices.

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

17 **Section 2 — Employee Rights**

18 When the materials or devices are created by an individual
19 employee on his/her own time, the following provisions shall
20 apply:

21 a) Any written material or patentable projects in the develop-
22 ment form may be prepared at school expense and sold through
23 the Bookstore at the cost of production and handling if used in
24 MATC classes/programs.

25 b) Such materials may be sold by MATC at cost to other Wis-
26 consin vocational schools. However, such schools shall not have
27 any reproduction rights.

28 c) The copyright and royalties are the property of the individual
29 if the material has been created solely at the author's expense on
30 his/her own time.

31
32 **Section 3 — Rights for Telecourses and Related Materials**

33 a) Sections 1 and 2 above shall not apply to telecourses and
34 related materials, as defined in subsection b) below, in any
35 respect.

36 b) Telecourses and related materials created as part of the offi-
37 cially assigned employee responsibility and related written or
38 developed materials derived from or based upon the telecourse
39 scripts shall be the property of the Board.

40 c) Any patent or copyright of such telecourses and written or
41 developed materials shall be in the name of the Board; however,
42 such telecourses and related materials shall bear the name of the

- 1 assigned employee.
- 2 **d)** When such telecourses and related materials are to be dis-
3 tributed, the arrangements for such distribution shall be made by
4 MATC.
- 5 **e)** When such distribution of telecourses and related assigned
6 materials is made within the State of Wisconsin all revenues from
7 such distribution shall be retained by MATC.
- 8 **f)** When such distribution of telecourses and related assigned
9 materials is made outside the State of Wisconsin, the revenues
10 from such distribution shall be returned to the Board and pay-
11 ments shall be made as follows:
- 12 **1)** The Board shall retain the first \$1,500.00 of the rev-
13 enues from each such telecourse as a onetime charge, if
14 MATC incurs cost of reproduction of the telecourse for dis-
15 tribution.
- 16 **2)** Revenues from the distribution of related assigned
17 materials shall first be used to reimburse MATC for direct
18 expenses incurred by MATC in the reproduction and distri-
19 bution of such materials to outside parties.
- 20 **3)** Twenty percent (20%) of the balance, but not in excess
21 of \$4,000.00 per fiscal year to a maximum of five (5) years,
22 shall be paid to the assigned employee.
- 23 **g)** When such distribution of telecourses is made outside the
24 State of Wisconsin in exchange for services, rights, or privileges
25 not having fixed monetary value, MATC shall make a payment to
26 the assigned employee of \$200.00 for each separate institution
27 receiving the telecourse from MATC. Any such payments shall be
28 added to payments under subsection f) (3) in applying the speci-
29 fied maximum annual payments.
- 30 **h)** Revenues from the distribution of materials created outside
31 of the officially assigned employee responsibility, but derived from
32 or based upon telecourse scripts, shall be returned to the Board
33 and payments shall be made as follows:
- 34 **1)** Such revenues shall first be used to reimburse MATC
35 for direct expenses incurred by MATC in the reproduction
36 and distribution of such materials to outside parties.
- 37 **2)** Twenty percent (20%) of the balance, but not in excess
38 of \$2,000.00 per fiscal year to a maximum of five (5) years,
39 shall be paid to the assigned employee.
- 40 **3)** In the event that more of such materials are distributed
41 per fiscal year than the head count of those enrolled in the
42 related telecourse, or in any fiscal year in which such mate-

1 rials are not part of the required assignment for such tele-
2 course, then fifty percent (50%) of the revenues from such
3 distribution shall be paid to the assigned employee, without
4 regard to the maximum limits mentioned in subsection h) (2)
5 above.

6 **i)** For the purpose of applying the five (5) fiscal year maximum
7 limitations in subsection f) (3) and h) (2) above, the first fiscal
8 year shall be the year in which the telecourse is first broadcast
9 under circumstances which entitle the employee to share in the
10 revenues under this agreement. If the first such broadcast occurs
11 between July 1 and December 31, the fiscal year hereunder shall
12 be July 1 to June 30. If the first such broadcast occurs between
13 January 1 and June 30, the fiscal year hereunder shall be Janu-
14 ary 1 to December 31. If the revenues otherwise allocable to an
15 employee in any fiscal year exceed the annual maximum, such
16 revenues may be carried forward in computing the revenues of
17 subsequent fiscal years through the fifth and final year of pay-
18 ments hereunder, subject to the maximum limit in each such sub-
19 sequent year. Revision of an existing telecourse by the originally
20 assigned employee shall not be deemed to create a new tele-
21 course and shall neither extend the five-year payment period
22 specified hereunder nor cause the start of a new five-year pay-
23 ment period. Any revenues derived from an original or such
24 revised telecourse after the fifth fiscal year as defined hereunder
25 shall be the sole property of MATC.

26 **j)** In the event that more than one employee is involved in the
27 telecourse or textbook, payments made under subsection f) (3),
28 h) (2), and h) (3) shall be divided among the participating employ-
29 ees in such manner as the employees may agree; or, if they are
30 unable to agree, then as determined by MATC.

31 **k)** In general, benefits accrue to both MATC and the partici-
32 pating employees from widespread distribution of telecourses.
33 However, it is recognized that there may be valid and significant
34 educational or technical reasons for not distributing telecourses.
35 It is therefore agreed that MATC shall have the authority to dis-
36 tribute or not distribute telecourses or related materials, provided
37 that it does not refuse to distribute either as a means of discrimi-
38 nating against individual participating employees or to force the
39 Union to negotiate.

40 **ARTICLE XII — Fair Practices**

41 The Board and Union recognize that it is the established
42

1 policy of both parties that they shall not discriminate against any
2 employee on the basis of race, creed, national origin, sex, sexu-
3 al orientation, age, handicap, political affiliation, or membership in
4 or association with any employee organization, in compliance
5 with Wisconsin statutes.

6 7 **ARTICLE XIII — Occupational Liability Coverage**

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

- 11 a) General Liability
- 12 b) Workers Compensation.

13 14 **ARTICLE XIV — Safety and Health**

15 The Board shall make reasonable provision for the safety
16 and health of its employees while in the pursuit of their duties. All
17 employees are expected to cooperate to the best of their ability in
18 the prevention of accidents to themselves, fellow employees, and
19 students.

20 MATC will provide one (1) pair of safety glasses (including
21 prescription) for teachers in certain programs agreed to with the
22 full-time faculty, when eligible teachers submit a current prescrip-
23 tion to Personnel and Human Resources. The agreed list of
24 teaching areas covered by the above shall be maintained in Per-
25 sonnel and Human Resources. MATC will furnish replacement
26 safety glasses (including prescription) when the original glasses
27 are not reasonably usable because of wear or damage occurring
28 on the job. In the event that new glasses are needed because of
29 a prescription change, such glasses will be furnished by MATC no
30 earlier than two years from the date the original or replacement
31 glasses were provided. All such replacements must have prior
32 approval by MATC.

33 34 **ARTICLE XV — Union Activities**

35 **Section 1 — Bulletin Boards**

36 The Union may use the bulletin boards provided in the Local
37 212 full-time faculty contract for the purposes described therein
38 and with the limitations imposed pursuant to that contract.

39 **Section 2 — Collective Bargaining Committees**

40 a) Each bargaining committee shall limit the number in atten-
41 dance at bargaining sessions to a reasonable number. Consul-
42 tants shall be allowed to assist in negotiating sessions, provided

1 the bargaining chairpersons notify each other in advance.

2 **b)** Up to six (6) members of the bargaining committee of the
3 Union shall be extended released time to participate in negotia-
4 tions when such sessions are scheduled during the regular work
5 day.

6 **Section 3 — Meetings**

7 Regular meetings of the entire membership or of sectional
8 areas may be held on the school premises. Rooms may be made
9 available to the Union on a “space available” basis for these pur-
10 poses, provided previous arrangements with appropriate person-
11 nel have been made with regard to such reserved space, serving
12 of refreshments, and other related activities.

13 **Section 4 — Mailboxes**

14 The Union shall have the right to use the school mailboxes
15 for the purpose of communicating with employees, who have
16 mailboxes, regarding Union and related activities. The Union
17 assumes full responsibility for the content of any materials that it
18 distributes through the mailboxes and agrees to indemnify and
19 hold harmless the District, its employees and Board members
20 against any and all liability which may arise from such content.

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

22 The Board shall, without charge, deduct Union dues, COPE
23 contributions, and special assessments from the salary of each
24 employee who authorizes such deductions by signing an appro-
25 priate form. Dues deduction may be terminated by the employ-
26 ee’s giving sixty (60) days’ written notice to the Union or upon
27 termination of employment.

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

29 The President of the Union, if from this bargaining unit, shall
30 be entitled to an assignment of 49.9% for the duration of his/her
31 time in office. The Executive Vice President, if from this bargain-
32 ing unit, shall be entitled to an assignment of 30% for the dura-
33 tion of his/her time in office. If the Grievance Chair, or the Vice
34 President of Committees are elected from this bargaining unit,
35 he/she shall be entitled to an assignment of 20% for the duration
36 of his/her time in office.

37 **Section 7 — Limitations**

38 The privileges granted to the Union President in Section 6
39 above shall be used for the sole and exclusive purpose of per-
40 formance of obligations of the Union as the majority collective
41 bargaining representative of the employees, including the per-
42 formance of functions relating to negotiations, administration of

1 the collective bargaining agreement, processing of grievances,
2 and other activities reasonably related to its functions as collec-
3 tive bargaining representative. All such activities shall be con-
4 ducted on behalf of employees in the collective bargaining unit
5 without discrimination because of their membership, or lack
6 thereof, in the Union.

7 8 **ARTICLE XVI — Fair Share Agreement**

9 **Section 1 — Membership**

10 Membership in the Union is not compulsory. An employee may
11 join the Union and maintain membership therein consistent with
12 its constitution and bylaws. No employee will be denied member-
13 ship because of race, color, creed, sex, age, or handicap. This
14 Article is subject to the duty of the Wisconsin Employment Rela-
15 tions Commission to suspend the application of this Article when-
16 ever the Commission finds that the Union has denied an
17 employee membership because of race, color, creed, sex, age, or
18 handicap.

19 **Section 2 — Representation and Fair Share**

20 The Union will represent all of the employees in the bar-
21 gaining unit, members and nonmembers, fairly and equally, and
22 therefore all such employees shall pay their proportionate share
23 of the costs of the collective bargaining process and contract
24 administration.

25 **Section 3 — Fair Share Deduction**

26 The Board agrees to deduct the amount of dues certified by
27 the Union as the amount uniformly required of its members from
28 the earnings of the employees affected by this Agreement and
29 pay the amount so deducted to the Union on or before the end of
30 the month in which deduction is made.

31 The Union shall rebate to nonmembers who object to
32 deduction of the full amount of Union membership dues any
33 amounts over and above the cost of contract administration and
34 negotiations. When possible, such rebate shall be made prior to
35 the deduction of uniform membership dues from such employees.
36 However, for ease of administration and given the unique nature
37 of this bargaining unit as comprised of employees working less
38 than a 50% teaching load, the Union agrees that all payroll
39 deductions shall be expressed as a percentage of gross earnings
40 of each employee or a uniform flat rate per member or per teach-
41 ing period.

42 The Union shall provide employees who are not members of

1 the Union with an appeal mechanism within the Union which is
2 consistent with the requirements of state and federal law and
3 which will allow those employees to challenge the fair share
4 amount certified by the Union.

5 **Section 4 — Limitation**

6 This Article shall only apply to members of this bargaining
7 unit.

8 **Section 5 — Hold Harmless**

9 If a Board error is discovered with respect to any deductions
10 under this agreement, the Union shall advise the Board in writing
11 and the Board will make the appropriate correction(s) in the suc-
12 ceeding payroll period.

13 Local 212 and WFT Teachers do hereby indemnify and shall
14 hold the Milwaukee Area Technical College District Board harm-
15 less against any and all claims, demands, suits or other forms of
16 liability including court costs that shall arise out of or by reason of
17 action taken or not taken by the Board, which Board action or
18 non-action is in compliance with the provisions of this agreement
19 and in reliance on any list or certificate which has been furnished
20 to the Board pursuant to this Article, provided that such claims,
21 demands, suits or other forms of liability shall be under the exclu-
22 sive control of the Union and its attorneys.

23
24 **ARTICLE XVII — Saving Clause**

25 If any provision of this Agreement is or shall at any time be
26 contrary to state or federal law, then such provision shall not be
27 applicable or performed or enforced except to the extent permit-
28 ted by law. In the event that any provision of the Agreement is or
29 shall be at any time contrary to law, all other provisions shall con-
30 tinue to be in effect. The articles in this Agreement supersede and
31 override items in individual agreements contracts, or teacher
32 manuals.

33 The Board agrees that it will make no changes which are in
34 conflict with this Agreement, in existing policies.

35
36 **ARTICLE XVIII — Procedures and Term**

37 **Section 1 — Negotiations**

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

1 **Section 2 — Term**

2 This Agreement shall be binding upon both parties from July
3 1, 2006, through June 30, 2009.

4
5
6 **APPENDICES**

7
8 **APPENDIX A — School Calendars and Holidays**

9 **a)** Non-avocational teachers shall work under the school year
10 calendars as provided in Appendix A.

11 **b)** Non-avocational teachers will receive the following seven
12 (7) paid holidays providing the holiday falls within the semester of
13 their normal class schedule:

14 Labor Day

15 Thanksgiving Day

16 Day after Thanksgiving Day

17 Christmas Day (1st Semester)

18 New Year's Day (2nd Semester)

19 Good Friday

20 Martin Luther King Jr. Day

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				

16

16

17

16

16

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

16

16

17

17

15

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

◆	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		

16

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16

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17

15

■	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

16

16

17

17

15

◆	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	

16

17

16

16

16

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				

16

16

17

17

15

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

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

1 **APPENDIX B — Salary Schedule**

2 Weekly pay is calculated by multiplying the total hours paid
3 for the week by the appropriate class and step hourly rate.

4 Total Hours Paid for a full week of classes is determined by
5 multiplying 32 hours by the teaching assignment percent load
6 (Example: 32 hours x .20 (percent load) = 6.4 (hours paid per
7 week).

8
9 **APPENDIX B-1 — Part Time Faculty Hourly Class and Step**

10
11 **Salary Schedule — 2006-2007**

12
13

STEP	CLASS						
	0	1	2	3	4	5	
14							
15	0	26.4914	27.7955	29.0995	30.4035	31.7076	33.0116
16	1	27.7955	29.0995	30.4035	31.7076	33.0116	34.3157
17	2	29.0995	30.4035	31.7076	33.0116	34.3157	35.6197
18	3	30.4035	31.7076	33.0116	34.3157	35.6197	36.9237
19	4	31.7076	33.0116	34.3157	35.6197	36.9237	38.2278
20	5	33.0116	34.3157	35.6197	36.9237	38.2278	39.5318
21	6	34.3157	35.6197	36.9237	38.2278	39.5318	40.8359
22	7	35.6197	36.9237	38.2278	39.5318	40.8359	42.1399
23	8	36.9237	38.2278	39.5318	40.8359	42.1399	43.4440
24	9	38.2278	39.5318	40.8359	42.1399	43.4440	44.7480
25	10	39.5318	40.8359	42.1399	43.4440	44.7480	46.0520
26	11	40.8359	42.1399	43.4440	44.7480	46.0520	47.3561
27	12	42.1399	43.4440	44.7480	46.0520	47.3561	48.6601
28	13	43.4440	44.7480	46.0520	47.3561	48.6601	49.9642
29	14	44.7480	46.0520	47.3561	48.6601	49.9642	51.2682

30

31
32 Vocational Teachers: \$20.82 per class period.

33
34 An earned Ph.D. or Ed.D. in the appropriate field entitles the
35 teacher to \$708 above Class V after he/she has qualified for
36 Class V for the 2006-07 school year.

1 **APPENDIX B-2 — Part Time Faculty Hourly Class and Step**

2
3 **Salary Schedule — 2007-2008**

4

5	STEP	CLASS					
6		0	1	2	3	4	5
7	0	27.3524	28.6989	30.0452	31.3916	32.7381	34.0845
8	1	28.6989	30.0452	31.3916	32.7381	34.0845	35.4310
9	2	30.0452	31.3916	32.7381	34.0845	35.4310	36.7773
10	3	31.3916	32.7381	34.0845	35.4310	36.7773	38.1237
11	4	32.7381	34.0845	35.4310	36.7773	38.1237	39.4702
12	5	34.0845	35.4310	36.7773	38.1237	39.4702	40.8166
13	6	35.4310	36.7773	38.1237	39.4702	40.8166	42.1631
14	7	36.7773	38.1237	39.4702	40.8166	42.1631	43.5094
15	8	38.1237	39.4702	40.8166	42.1631	43.5094	44.8559
16	9	39.4702	40.8166	42.1631	43.5094	44.8559	46.2023
17	10	40.8166	42.1631	43.5094	44.8559	46.2023	47.5487
18	11	42.1631	43.5094	44.8559	46.2023	47.5487	48.8952
19	12	43.5094	44.8559	46.2023	47.5487	48.8952	50.2416
20	13	44.8559	46.2023	47.5487	48.8952	50.2416	51.5880
21	14	46.2023	47.5487	48.8952	50.2416	51.5880	52.9344

22
23
24 **Avocational Teachers: \$21.50 per class period.**

25
26 **An earned Ph.D. or Ed.D. in the appropriate field entitles the**
27 **teacher to \$731.01 above Class V after he/she has qualified for**
28 **Class V for the 2007-08 school year.**

1 **APPENDIX B-3 — Part Time Faculty Hourly Class and Step**

2
3 **Salary Schedule — 2008-2009**

4
5

6	STEP	CLASS					
7		0	1	2	3	4	5
8	0	28.2414	29.6316	31.0217	32.4118	33.8021	35.1922
9	1	29.6316	31.0217	32.4118	33.8021	35.1922	36.5825
10	2	31.0217	32.4118	33.8021	35.1922	36.5825	37.9726
11	3	32.4118	33.8021	35.1922	36.5825	37.9726	39.3627
12	4	33.8021	35.1922	36.5825	37.9726	39.3627	40.7530
13	5	35.1922	36.5825	37.9726	39.3627	40.7530	42.1431
14	6	36.5825	37.9726	39.3627	40.7530	42.1431	43.5334
15	7	37.9726	39.3627	40.7530	42.1431	43.5334	44.9235
16	8	39.3627	40.7530	42.1431	43.5334	44.9235	46.3137
17	9	40.7530	42.1431	43.5334	44.9235	46.3137	47.7039
18	10	42.1431	43.5334	44.9235	46.3137	47.7039	49.0940
19	11	43.5334	44.9235	46.3137	47.7039	49.0940	50.4843
20	12	44.9235	46.3137	47.7039	49.0940	50.4843	51.8745
21	13	46.3137	47.7039	49.0940	50.4843	51.8745	53.2646
22	14	47.7039	49.0940	50.4843	51.8745	53.2646	54.6548

23
24 Vocational Teachers: \$22.20 per class period.

25
26 An earned Ph.D. or Ed.D. in the appropriate field entitles the
27 teacher to \$754.77 above Class V after he/she has qualified for
28 Class V for the 2008-09 school year.

1 **APPENDIX C — Salary Classifications**

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

4 **Class O**

5 This classification is for teachers who do not have an
6 earned Bachelor's Degree or equivalency. To move to Class I,
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 experience
10 in the area in which the teacher is teaching. Only approved work
11 experience which is one (1) month or more in duration will be
12 counted toward computing this experience.

13 **2.** If approved educational credits are taken, then the credits
14 earned will be equated to work experience, and for every thirty-
15 two (32) credits earned, one and one-half (1 1/2) years' work
16 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,
33 e.g., 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 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 An earned Ph.D. or Ed.D. in the appropriate field entitles the
2 teacher to an annual increment of \$937 (at the part-time rate)
3 above Class V on the full-time faculty pay scale after he/she has
4 qualified for Class V in the Fall semester of 1999 and will
5 increase thereafter every year based on the yearly percent salary
6 increase for faculty and staff. Such increment shall be paid as
7 part of the fourth pay period of each semester (for those teaching
8 only during the fifth pay period, payment will be made on the fifth
9 pay period).

10 **APPENDIX D — Salary Determination Upon Initial** 11 **Employment**

12 When teachers are initially employed they are given credit
13 on the salary scale of the appropriate class as follows:

14 **1.** For each two (2) semesters of approved teaching or indus-
15 trial or business experience related to the teaching area, one (1)
16 increment with a maximum of three (3) increments allowable. For
17 existing teachers (i.e.; those who have previously taught at
18 MATC, which includes retired MATC full-time faculty) credit one
19 (1) increment, to a maximum of ten (10), for every two (2) semes-
20 ters in which the teacher had taught at least one course.

21 **2.** If the prospective teacher does not have all of the previous
22 experience necessary for three (3) increments above Step 1, mil-
23 itary service may be credited not to exceed two (2) years of
24 extended active duty, one (1) increment being allowed for each
25 full year of active duty.

26 **3.** The Board recognizes the fact that certain classes of teach-
27 ers are in especially great demand and those qualified for suc-
28 cessful teaching in our institution may be in short supply. Thus the
29 Board authorizes the Provost to exercise his/her judgment in
30 such special cases by adding one or two increments to the max-
31 imum otherwise allowable on initial employment. Further incre-
32 ments can be added with the approval of the Union.

33 **4.** The letter of appointment of newly hired teachers shall con-
34 tain the principal factors, i.e., education, teaching experience,
35 and military service, upon which the class and step of the
36 teacher's salary are determined.

37 **APPENDIX E — Travel Time**

38 Teachers who are required by MATC to travel on a regular
39 basis as part of their official Instructors' Programs, but whose
40 teaching load does not include a factor for travel time, shall, in
41
42

1 addition to the established mileage allowance, receive additional
2 compensation, for lost preparation time, as follows:

3	Travel	Straight Line	Compensation
4	Zone	Miles	Per Trip
5	0	0 to 1	None
6	1	Over 1 to 4	\$3.00
7	2	Over 4 to 8	\$6.00
8	3	Over 8 to 15	\$9.00
9	4	Over 15 to 30	\$12.00
10	5	Over 30 to 45	\$15.00
11	6	Over 45	\$18.00

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

15 **APPENDIX F — Health Insurance Cost Containment Programs**

16 **I. Pre-Certification Program:**

17 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 physi-
23 cian'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

28 In the event of a medical emergency which requires treat-
29 ment in a hospital, the employee or employee representative will
30 contact the Health Care Coordinator within 48 hours of hospital-
31 ization if possible. The employee will provide the same informa-
32 tion as required for non-emergency treatment. All information
33 given to the Coordinator shall remain strictly confidential and
34 shall not be given to the employer without consent of the
35 employee.

36 Once the employee has notified the Health Care Coordina-
37 tor of the proposed hospitalization, the employee's obligations
38 under the Pre-Certification Program have been met. Failure of
39 the employee to notify the Health Care Coordinator of the pro-
40 posed hospitalization will result in benefits being reduced to 50%
41 of regular benefits up to a maximum \$500 payment by the
42 employer per hospitalization.

1 The Health Care Coordinator and the attending physician
2 will work together to determine the appropriate treatment, to
3 establish the length of stay if hospitalization is required, to con-
4 duct a concurrent utilization review during hospitalization, and to
5 provide discharge planning to assure that the length of stay is
6 appropriate and medically necessary.

7 **II. Prohibition of Non-Emergency Weekend Admissions:**

8 Except in emergencies, hospital admission will not be
9 authorized on Friday afternoon or Saturday. If non-emergency
10 admission occurs on those days, the hospital charges will not be
11 paid.

12 Highlights:

- 13 — Does not exclude charges or ancillary expenses.
- 14 — Does not exclude other surgical-medical expenses
15 covered under the plan (medical admissions).
- 16 — Room and board charges are not excluded if surgery is
17 performed on Saturday or Sunday (the day following
18 surgery).
- 19 — If admitted on Friday or Saturday with weekend surgery
20 scheduled, and surgery is delayed in order to stabilize
21 patient (medical necessity) regular benefits would be paid.

22 **III. Second Opinion Surgery**

23 You may obtain a second opinion for surgery from another
24 doctor (not associated with the doctor who recommended the
25 surgery).

26 Regular plan benefits will be paid (1) for the second doctor's
27 opinion and (2) for the surgery, if you decide to have it done.

28 If the two opinions differ and you are uncertain as to what to do,
29 the third opinion will be paid for, if you desire it.

30 The decision whether or not to have surgery is always your
31 decision, no matter what your doctors have advised.

32 **IV. Home Hospice Care**

33 Hospice Care is an optional program for treatment of the ter-
34 minally ill patient. A program of Hospice Care must meet med-
35 ically acceptable standards of quality and sound principles of
36 health care administration. (See Summary Plan Description avail-
37 able in Human Resources).

38 **V. Medical Bills Review Incentive**

39 If upon review of hospital, lab, and/or doctor bills, the affect-
40 ed employee finds an overcharge, charge for duplicate service, or
41 charge for service not performed, the employee will receive a
42 cash payment equal to 50% of such erroneous charges.

1 The District agrees to the above concept; however, the specifics
2 as to eligibility for payment and/or limitations will be detailed pur-
3 suant to the carrier’s standard language for such programs.

4 This program (V) will continue until such time as the District
5 contracts a service, which provides “Provider expense for care
6 review.”
7
8

9 **APPENDIX G – 38.14 Outreach Contract Services**
10 **Workforce Development Institute**
11 **Memorandum of Understanding**
12 **Between**
13 **AFT Local 212**
14 **And**
15 **Milwaukee Area Technical College**
16

- 17 • **Office of Corporate Learning**
 - 18 • **Workplace Learning Centers**
- 19

20 The District practice for contracted outreach services
21 emanates from Wisconsin Statutes, Chapter 38.14, the District’s
22 Strategic Planning Statements, and Board Policy BO301. The
23 focus of outreach services is based on being responsive to the
24 needs of private and public organizations. Outreach services link
25 institutional resources, including instructional, professional, and
26 administrative expertise, equipment, and facilities to the commu-
27 nity. Innovative partnerships with organizations targeted to work-
28 force are encouraged. Services may be offered outside of
29 District facilities.
30

31 **I. TYPES OF OUTREACH SERVICES**

32 **A. TECHNICAL ASSISTANCE:** Technical assistance is a non-
33 instructional activity which helps a service recipient accomplish
34 an organizational purpose, goal, or mission. Technical assis-
35 tance includes such services as planning and assessment, facili-
36 tation, testing, coordination, and professional assistance and
37 consulting.

38 **B. TRAINING** is the professional dissemination of knowledge,
39 skills and competencies provided to a group of contract partici-
40 pants through an instructional activity. Training may be classified
41 as either STANDARD or CUSTOMIZED.

42 **1. STANDARD TRAINING:** Standard Training is the

1 teaching of an existing MATC Degree Program Course
2 using the same course number, text, outline, syllabus and
3 number of student contact hours. It may include Normal and
4 Customary Adaptations such as modifying the course syl-
5 labus and/or the length of time the course is taught.

6 **2. CUSTOMIZED TRAINING:** Customized Training
7 results when unique customer needs require more than nor-
8 mal and customary adaptations or modification of an exist-
9 ing course or the creation of a new course or use of existing
10 non-credit curriculum. Determination of a customized
11 course is based upon but not limited to one or more of the
12 following criteria:

- 13 i. Modification of course materials (including lab
14 and shop modules) to reflect the unique conditions
15 requested by and paid for by the customer.
- 16 ii. Creating a new course in subject matter not cur-
17 rently offered by MATC.
- 18 iii. Outreach Customized Course curricula may be
19 unique to the needs of a specific customer as deter-
20 mined by agreement of the customer, OCL, and the
21 instructor. As the customer pays for the curricula it is
22 the property of the customer
23

24 **II. OUTREACH FACULTY ASSIGNMENT**

25 **A. FACULTY ASSIGNMENT — OUTREACH SERVICES** 26 **ASSIGNMENT**

- 27 **1.** An Outreach Technical Assistance Assignment is any
28 non-instructional activity contracted by an organization
 - 29 i. one assignment of 50 or more periods or
 - 30 ii. multiple assignments not to exceed 50 periods.
- 31 **2.** An Outreach Training Assignment is:
 - 32 i. one section of a course with a teaching load of
33 10% or more or one section of a course delivered for a
34 specific customer; or
 - 35 ii. multiple sections of courses primarily work-
36 shops which add up to a maximum but do not exceed
37 10% teaching load as needed to meet the service
38 requirements of the customer and the contract.
- 39 **3.** Full Time Outreach Assignments for full time faculty:
40 All full time faculty desiring outreach assignments will sub-
41 mit a declaration of interest to the District which will be valid
42 until the faculty member notifies OCL that he or she no

1 longer wishes to teach outreach assignments. Changes or
2 modifications to the declaration of interest, including semes-
3 ter schedule changes, are the responsibility of the faculty.

4 **4.** Full Time assignments will be made, giving priority to
5 faculty members requested by name by a customer. Any
6 request for faculty by name by a customer which would
7 necessitate an exception to the seniority based assignment
8 system will be documented in a quarterly report to 212.

9 **5.** Full time faculty may not be assigned involuntarily to
10 teach outreach contracts as part of their normal teaching
11 load, unless required to provide a full teaching load.

12 **B.** Selection Process: OCL's primary objective is to generate
13 revenue for the college through contracting activity, assigning
14 current full-time or part-time faculty to teach all Outreach courses
15 where MATC has capacity.

16 **C.** Seniority and Faculty Assignment

17 **1.** Assignments will be made based upon seniority and
18 rotation.

19 **2.** New preference sheets will be integrated into the sen-
20 iority list when received.

21 **3.** The list will be used on a continual basis and is not
22 bound by a semester or year.

23 **4.** An instructor who declines an assignment for reasons
24 other than a conflict with MATC teaching assignments will
25 move to the bottom of the list.

26 **5.** If an assignment does not exceed ten percent, then
27 the instructor may retain his/her position on the rotation list.
28 Once the cumulative assignment reaches ten percent, then
29 the instructor will go to the bottom of the rotation list.

30

31 **III. COMPENSATION**

32 Full-time faculty who volunteer to teach outreach training
33 services in addition to their normal full-time load at any time dur-
34 ing the calendar year will be compensated at the part-time facul-
35 ty rate.

36 **A.** Technical Assistance: An instructor will be allotted 1/32 of a
37 teaching load for each hour engaged in technical assistance

38 **B.** Teaching load will be determined relative to the class type:
39 Academic Lecture (Credit), 1/15; Related and Academic
40 Combination (Non-credit), 1/20; Laboratory, Quiz, and
41 Shop, 1/24. Teaching loads are based on the equivalent of
42 fifty-five minute periods.

1 **C. Curricula Customizing Compensation**

2 **1.** The instructor will be allotted 1/32 of class and step
3 for each hour engaged in customizing Outreach course
4 curricula.

5 **2.** Commercially available texts and manuals shall be
6 reviewed and approved based on customer need.

7 **3.** Any compensation for customization must be mutually
8 agreed upon by OCL, the instructor, and the customer.
9

10 **IV. NON-COMPETE AGREEMENT**

11 **A.** Prohibitions, Teacher: OCL teachers and all teachers given
12 outreach teach assignments are prohibited from directly or indi-
13 rectly engaging in the type of instruction, or providing the type of
14 services identified in this agreement, for a third party client that
15 retained the teacher through MATC for a period of two years from
16 the completion of this agreement. OCL shall have the right to
17 enforce this agreement by action in circuit to enjoin any violation.
18 Additionally, violation of this clause will result in discipline up to
19 and including termination of employment within OCL, discontinu-
20 ation of outreach teaching assignments, and/or a reimbursement
21 of \$2500 maximum to MATC.

22 **B.** Identified Instruction and Services: As used herein, "instruc-
23 tion" and "services" are those which are normally provided by the
24 teacher on a regular basis in the performance in OCL courses.

25 **C.** Enforcement: OCL shall be responsible of their OCL duties.
26 This includes, but is not limited to curricula used for enforcement
27 of non-compete agreements.

28 **D.** Subordinate Agreement: There shall be a subordinate
29 agreement between MATC and the Teacher signed by both
30 parties.
31

32 **V. OCL INFORMATION**

33 OCL shall provide to Local 212 the following information on a
34 monthly basis:

35 **A.** A list of all VTAE Contracts that have been issued for the
36 month.

37 **B.** A copy of all Outreach Instruction Agreements that have
38 been assigned for the month.

39 **C.** The VTAE Monthly Contract Report.

40 **D.** OCL 38.14 Full Cost Activities and OCL 38.14 Economic
41 Development Activities reports shall be provided quarterly.

1 E. The Monthly, Quarterly, and Annual OCL Financial Reports
2 as provided to the MATC Board. In addition, OCL will include
3 instructor name, load and compensation for all contracts.
4

5 VI. FTE/CALL-STAFF RATIO

6 Outreach services shall be included in the FTE/call-staff ratio as
7 per Article IV, Sec. 7 [B.-3].
8

9 VII. LOCAL 212 CONTRACT

10 All sections of the Local 212 contract not otherwise covered
11 in this Outreach appendix shall apply to outreach contract
12 services.
13

14 VIII. QUALITY ASSURANCE AND CUSTOMER SATISFACTION

15 OCL, upon notification and approval by Local 212, reserves
16 the right to remove any instructor from an assignment based
17 upon customer service complaints or complaints regarding quality
18 issues from the customer.

19 Such instructor will not be offered further outreach assign-
20 ments without proof of additional training to remediate the cus-
21 tomer service or quality (skills) issues.
22

23 IX. WORKPLACE LEARNING CENTERS OUTREACH 24 FACULTY ASSIGNMENTS

25 WLC Instructor Responsibilities and Workload: Workplace
26 Learning Centers are on-site MATC laboratories staffed by an
27 MATC instructor who functions as an instructor/coordinator of
28 learning activities for the client. Instructors have three basic
29 functions and each contributes value to clients:

- 30 1. Basic Skills Instructor
- 31 2. Workplace learning center coordinators
- 32 3. Liaisons to MATC and other educational institutions
33

34 APPENDIX H — Teaching Load, Limitations, and Special 35 Assignments

36 A) The teacher's weekly class load shall be based upon the fol-
37 lowing formula:

38 Total 55-Minute Teaching Periods Per Week**

39 ** If at 100% load, part-time faculty load cannot exceed 49%
40

41 Type of Class

- 42 1) Academic Lecture Including Lecture-Demonstration

1 and Recitation (Associate Degree Courses) —15 Teaching
2 Periods

3 a) English Composition classes are limited to an ini-
4 tial enrollment of twenty-five (25). Efforts shall be
5 made to equalize enrollment.

6 b) No more than three (3) English Composition
7 classes shall be assigned to a teacher in any given
8 semester.

9 **2) Academic** — Combination of Individual and Group
10 Instruction — 20 Teaching Periods (High School Contract
11 Services, Apprenticeship, Vocational, Adult High School, and
12 Adult-Vocational Courses)

13 **3) Laboratory or Quiz**—24 Teaching Periods (Associate
14 Degree Courses)

15 **4) Shop** — 24 Teaching Periods (High School Contract
16 Services, Apprenticeship, Vocational, Adult High School, and
17 Adult-Vocational Courses)

18 **5) Driver Education**

19 Behind-the-Wheel — 32 Teaching Periods

20 Related — 20 Teaching Periods

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

26 **6) College of the Air**

27 Teaching load credits for College of the Air courses shall be
28 made as follows:

29 a) A twenty percent (20%) load credit for the first
30 250 students enrolled in each course.

31 b) Another twenty percent (20%) load credit for
32 each additional 500 students enrolled in each course.

33 c) Such load credits shall be equally divided when
34 more than one (1) teacher is assigned to a course.

35 **7) Auto-Tutorial**

36 Auto-Tutorial will use the concept of a teacher-manag-
37 er. The teacher-manager shall have the responsibility of the
38 Learning Resource Center and the GAS and SAS sessions.
39 Teaching load credit for assignments in Auto-Tutorial shall
40 be as follows:

41 a) Manager — GAS, SAS, or Learning Resource
42 Center — 32 Teaching Periods

- 1 **b)** Teacher assigned to augment the manager:
- 2 1. GAS — 15 Teaching Periods
- 3 2. SAS — 20 Teaching Periods
- 4 3. Learning Resource Center — 24 Teaching
- 5 Periods

6 **8)** Other Formulas

7 In certain programs where the general class load for-
8 mula is not appropriate, the parties have agreed upon spe-
9 cial class load computations. Any such special agreement
10 which is in writing and approved by the Administration and
11 the Union shall take priority over the general class load for-
12 mula. Such special agreements in effect are included in
13 Appendix J of the full-time contract.

14 **9)** Accumulative Load Calculation

15 All loads shall be calculated on an accumulative rather
16 than an individual section basis; i.e., seven (7) two-period
17 lab sections is $14/24 = 58\%$ rather than treating $1/24$ as 4%
18 and determining the load as $4\% \times 14 = 56\%$.

19 **10)** Within five (5) working days of the start of the semes-
20 ter, the District shall provide the Union with copies of the
21 semester work schedules as provided to teachers.

22 **11)** Part-time faculty shall be encouraged to participate in
23 the Occupational and Academic Currency Program, identi-
24 fied in Appendix K of the full-time contract. Part-time faculty
25 members shall be paid at the full-time hourly rate deter-
26 mined by Step 0, Class 0 of the full-time contract.

27 **B)** Limitations

28 **1)** Size of Classes

29 **a)** In classes in which the enrollment is more than
30 sixty (60), the teacher shall be given one and one-half
31 (1 1/2) hours' credit on his/her teaching schedule for
32 each contact period with such classes.

33 **b)** Such large classes shall be limited to eighty (80)
34 students.

35 **c)** Maximum class size shall be determined on the
36 basis of the average attendance during the first four (4)
37 weeks of each semester and shall be maintained
38 thereafter for the remainder of that semester.

39 **d)** Shops, labs, and quizzes are limited to the num-
40 ber of stations available in a given lab or shop but the
41 number of students shall normally not exceed twenty
42 (20). If there is an enrollment of over twenty (20) and

1 an average attendance taken over the full semester of
2 over twenty (20), the percentage of teaching load for
3 each such shop, lab, and quiz shall be recalculated
4 and compensated for as outlined in Section 9 B) (1)
5 above. The formula for this calculation is:

6 The average daily class attendance for the
7 semester, in excess of twenty (20), divided by twenty
8 (20), times the percent of load for that class, plus the
9 percent of load for that class, equal the recalculated
10 load.

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

11
12
13 **e)** Every effort shall be made to equalize classes by
14 the end of the fourth (4th) week of instruction.

15 **f)** The above (a-e) shall not be applicable to Auto-
16 Tutorial, College of the Air, or classes in the various
17 fields of health occupations.

18 **g)** The number of students in a classroom shall be
19 limited to the number of desks or stations in that class-
20 room. If there is an excess number of students, adjust-
21 ments will be made as soon as possible and within two
22 weeks after the excess is reported.

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

25 **i)** Adult High School: The District will limit initial
26 enrollment in Adult High School classes to 30
27 students.

28
29 **APPENDIX I — Reduced Load for Bargaining Unit Member**

30
31 **Memorandum of Understanding**
32 **between**
33 **AFT Local 212**
34 **and**
35 **Milwaukee Area Technical College**
36 **Reduced Load for Bargaining Unit Member**
37

38 For the 2006-07, 2007-08, and 2008-09 school years, one
39 member of the bargaining unit shall be released from their
40 assigned duties and be paid as if the employee was working a
41 forty-nine percent (49%) workload. The Union shall notify the
42 Director of Human Resources in writing of the name and depart-

1 ment of the union member who is to be scheduled for said reduc-
2 tion in work load. The reduced load will be paid when school is in
3 session for the first and second semesters of the school year.

4
5 **APPENDIX J — Implementation**

6
7 **Memorandum of Understanding**
8 **between**
9 **AFT Local 212**
10 **and**
11 **Milwaukee Area Technical College**
12 **Implementation**

13
14 **1)** Full-time paraprofessionals who apply for full-time teaching
15 positions shall not be credited with “double” seniority for periods
16 during which they were full-time paraprofessionals and also
17 taught part-time.

18 **2)** New part-time employee orientation will be included as part
19 of paid in-service days.

20 **3)** All on-campus hours, including in-service count toward
21 probation.

22 **4)** Life insurance.

23 **a)** This semester (Semester 1, 1994-95), life insurance
24 will take effect October 1, 1994. Thereafter, it will commence
25 on the first day of the fall semester; employees hired after
26 the beginning of the fall semester shall have their life insur-
27 ance start at the beginning of the month which precedes the
28 month they receive their first paycheck.

29 **b)** In regard to employees who are eligible for life insur-
30 ance as a full-time employee, the District will base their ben-
31 efit on their W-2 statement. The dollar amount of the W-2
32 which contains part-time teaching in it will be deducted from
33 the \$10,000 which is owed under the part-time contract.

34 Example: A full-time paraprofessional earns \$35,000
35 and earns \$7,000 extra as a part-time teacher. Her W-
36 2 states \$42,000. Her survivors will be paid \$42,000
37 based on her W-2 and \$3,000 based on part-time work
38 (\$10,000 benefit minus \$7,000 already paid out =
39 \$3,000 added benefit).

40 **c)** Eligible employees are those who are issued a payroll
41 check.

42 **d)** The definition of “entire school year” is when payroll

- 1 checks are issued in both semesters.
- 2 **5)** Dental. The premium may be paid on a quarterly basis.
- 3 **6)** Sick leave for full-time paraprofessionals. Sick leave earned
4 as a part-time faculty member may only be applied to the hours
5 they work as part-time faculty.
- 6 **7)** Seniority.
- 7 **a)** Seniority credit prior to the second semester of the
8 1994-95 school year shall be based upon whether the
9 employee taught during the semester.
- 10 **b)** Commencing with the second semester of the 1994-95
11 school year, part-time faculty will be given a semester sen-
12 iority credit if they teach a minimum of one (1) credit
13 per semester or average a five percent load or more per
14 semester.
- 15 **8)** For purposes of seniority, work done after the fall semester
16 ends and until the beginning of the spring semester shall be con-
17 sidered part of the fall semester. Work done after the spring
18 semester ends shall also be considered part of the fall semester
19 (summer school shall be considered part of the fall semester).
- 20 **9)** Sick leave.
- 21 **a)** It was agreed that there would be a twice per year
22 adjustment based on the prior semester's load.
- 23 **b)** For the first semester of the 1994-95 school year, a
24 credit of 16 hours will be given to all part-time faculty who
25 work this semester (retroactive to the beginning of this
26 semester).
- 27 **c)** Faculty who don't receive 16 hours under (b) above,
28 but who are on the seniority list and work in a subsequent
29 semester, shall receive 16 hours of sick leave credit.
- 30 **10)** Full-time Professionals Access to Part-time Assignments
- 31 **a)** A full-time professional who has more full-time senior-
32 ity than a part-time professional has part-time seniority, as
33 defined below, shall have priority to an assignment. Con-
34 versely a part-time professional who has more part-time
35 seniority than a full-time professional has full-time seniority,
36 as defined below, shall have priority to an assignment.
- 37 **1)** Full-time professionals hired prior to January 5,
38 1993, will have their seniority date for part-time assign-
39 ments considered as their actual seniority date as full-
40 time professionals.
- 41 **2)** All full-time professionals hired between January
42 5, 1993, and June 30, 1998, will have their seniority

1 date for part-time assignments set to July 1, 1998. (the
2 tiebreaker for this group will be the teacher's actual
3 full-time seniority date.)

4 **3)** All full-time professionals hired after July 1, 1998,
5 will have their seniority date for part-time assignments
6 set to their actual full-time seniority date.

7 **b)** Full-time instructors who retire from MATC shall be
8 allowed to teach part-time based on full-time seniority
9 accrued since July 1, 1998. This seniority will accrue to
10 seniority earned under the part-time contract since their
11 retirement.

12 **APPENDIX K — Other Issues**

13 MATC and Local 212 part-time faculty will work towards
14 implementation of the following issues during the term of this
15 work agreement:
16

- 17 **a)** Direct deposit;
- 18 **b)** Payroll frequency;
- 19 **c)** Method of figuring wages; and
- 20 **d)** Tuition reimbursement.
- 21 **e)** Increased Health Insurance Options

22 The joint efforts may occur through existing committees with
23 appropriate representation or through new joint committees cre-
24 ated to discuss a particular issue. Other bargaining units will be
25 included where the issues affect them. Consensus techniques
26 will be utilized to reach final decisions, which benefit all partici-
27 pating parties.

NOTES

APPENDIX L

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.

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.

Same as given under “Hospitalization” above.

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.

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.

Same as given under “Hospitalization” above.

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.

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.

HEARING AND VISION

30. Routine Eye Care

For each eligible plan member (see Article VI, Section 4), 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 VI, Section 4), 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 VI, Section 4), 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.

1 **Appendix M — Faculty Credentials NCA**

2
3 **MEMORANDUM OF UNDERSTANDING**

4
5 **1. DEFINITION OF TRANSFER FACULTY**

6 **A.** The term “TRANSFER FACULTY” refers to full time
7 instructors whose teaching load in an academic year rep-
8 represents 28% or greater of each semester’s load; to full-time
9 instructors whose teaching load above normal load in a
10 semester represents 20% or greater load; and part-time
11 instructors who have teaching load of 20% or greater in a
12 least one of the past two semesters, in

13 **1)** General Education courses, or in

14 **2)** Occupational or Technical courses in transfer
15 programs (as defined in Paragraph #12 below) that are
16 accepted as program-required courses (non-electives)
17 at two or more four-year colleges or universities.

18 **B.** All faculty not meeting the above definitions are “NON-
19 TRANSFER FACULTY.”

20 **C.** Regarding paragraph A, 2) above, if at any time this
21 provision creates a problem in negotiations over articulation
22 agreements with four year institutions, Local 212 will con-
23 sider written requests for exceptions to this definition.

24 **2. PROCESS FOR STANDARDS**

25 All instructors shall meet the credentialing standards as
26 established by the instructional departments and adopted by the
27 MATC District Board except those defined as “Non-Transfer Fac-
28 ulty” in Paragraph 1, B, above. The credentialing standards for
29 105 departments have been determined and were endorsed by
30 the Credentials Committee in a process that ended April 10,
31 2000. These standards are posted on the MATC desktop com-
32 puter under “MATC INFORMATION MENU/NCA CREDENTIALS
33 MENU.” A faculty member or an administrator can request recon-
34 sideration of the standards.

35 If a department that is currently not a “transfer department”,
36 (i.e., not composed entirely of “TRANSFER FACULTY” as
37 defined in Paragraph 1 above), subsequently becomes a transfer
38 department due to changes in curriculum or changes in articula-
39 tion agreements, including new articulation agreements, the fol-
40 lowing shall apply:

41 **A.** The department will discuss and determine credential-
42 ing standards. If no consensus is arrived at with the result

1 that there are two more competing sets of standards, the
2 choice will be made by secret ballot supervised by Local
3 212. Deans and Associate Deans may have collegial input
4 in the discussion.

5 **B.** The department's standards will then be reviewed by
6 the Credentials Committee (consisting of four faculty repre-
7 sentatives appointed by Local 212 and four administrators
8 appointed by the chief academic officer). This committee will
9 either endorse the standards or send them back to the
10 department with suggestions of changes. Once endorsed,
11 the Credentials Committee will forward a department's stan-
12 dards to the chief academic officer and the president who
13 will both concur with the recommendation of the Credentials
14 Committee.

15 **C.** In the event that the Credentials Committee can
16 achieve neither consensus nor a majority in favor of endors-
17 ing standards, the matter will be forwarded to a review panel
18 consisting of three faculty members selected by Local 212,
19 three college administrators (appointed by MATC's
20 Provost), and an external expert in the subject-content field
21 agreed to by Local 212 and recommendation of this review
22 panel will be forwarded to the department for its considera-
23 tion. If the department agrees with the recommendation,
24 then the process proceeds to Paragraph 2, D, below. Costs
25 associated with the external expert will be paid jointly by the
26 College and Local 212.

27 **D.** In the event that the review panel is unable to reach a
28 consensus recommendation or the department does not
29 agree with the recommendation, the standards defined by
30 the department will be forwarded to the MATC President.
31 After consulting with MATC's Provost the MATC President
32 will review that standards with the President of Local 212
33 and they will forward a consensus recommendation to the
34 MATC District Board.

35 Paragraphs 2, A, B, C and D will apply to the standards
36 of any new departments that may be created in the future,
37 as well as to any standards that a department votes to
38 reconsider. It will also apply to the departments in which
39 exceptions are granted per Paragraph 1, C, above.

40 Paragraphs 2 C and D will apply to the English Depart-
41 ment standards that are presently under review and
42 discussion.

1 **E.** The Credentials Committee will establish an appeal
2 process to address disagreements between faculty member
3 and deans over credits deemed acceptable for compliance
4 with department standards.

5 **3. RATE OF CREDITS TO BE TAKEN**

6 The following will apply to all “TRANSFER FACULTY” who
7 are non-compliant in meeting MATC Academic Standards. Absent
8 justifiable extenuating circumstances, beginning January 2001,
9 non-compliant “TRANSFER FACULTY” must complete eighteen
10 appropriate graduate or undergraduate credits over a three-year
11 period until compliant. After two years the associate dean or
12 supervisor will notify the faculty in writing of the progress that has
13 been documented, the number of credits that remain to be com-
14 pleted in the third year, and will remain each faculty member that
15 failure to meet the standard will result in layoff. After three years
16 faculty who do not meet this rate shall be subject to layoff. Facul-
17 ty who rectify deficiencies after being laid off will be recalled,
18 based upon seniority, in the subsequent semester.

19 **4. TRANSFERS**

20 **A.** Beginning January 1, 2001, all faculty who voluntarily
21 transfer to another department and wish to become
22 “TRANSFER FACULTY” must meet state certification
23 requirements for the desired position. If such faculty are
24 non-compliant in the receiving department, they must com-
25 plete eighteen appropriate graduate or undergraduate cred-
26 its over a three-year period until compliant reminder, and
27 layoff provisions as stated in Paragraph #3 above. These
28 faculty are not eligible for the tuition reimbursement
29 program.

30 **B.** Beginning August 1, 2000, all faculty, who transfer or
31 wish to transfer to another department because of planned
32 layoff, planned program reduction, or planned program ter-
33 mination, and who become non-compliant “TRANSFER
34 FACULTY” in the receiving department, must meet state
35 certification requirements for the desired position. Such fac-
36 ulty will complete eighteen appropriate graduate or under-
37 graduate credits over a three-year period until compliant
38 with MATC Academic Standards. After three years faculty
39 who do not meet this rate shall be subject to receiving the
40 same notification, reminder, and layoff provisions as stated
41 in #3 above. Faculty under this paragraph will be eligible for
42 tuition reimbursement.

- 1 **C.** As of August 1, 2002, part-time faculty wishing to be
2 hired as full time faculty must meet the established MATC
3 Academic Standards or need eighteen credits or less to
4 become compliant with those standards prior to being
5 offered a contract. From now until July 31, 2002, part-time
6 faculty wishing to be hired as full time faculty must meet
7 state certification requirements and commence the process
8 of completing eighteen appropriate graduate or undergrad-
9 uate credits over a three year period towards compliance.
- 10 **5.** All full-time and part-time "TRANSFER FACULTY", (except
11 for the voluntary transfers referenced in Paragraph 4, A above)
12 shall receive 100% tuition reimbursement for up to 18 credits
13 leading to compliance in each 3 year cycle, the first of which com-
14 mences January 1, 2001. All full-time and part-time "TRANSFER
15 FACULTY" who need more than 18 credits shall be reimbursed at
16 a rate of 75% for those credits taken after initial 18 credits are
17 completed until the faculty member is compliant.
- 18 **6.** All "TRANSFER" and "NON-TRANSFER FACULTY" who
19 took courses to become compliant since July 1, 1997, shall
20 receive 100% tuition reimbursement for up to twelve credits per
21 year, leading to compliance, for courses taken from July 1, 1997
22 through December 31, 2000.
- 23 **7.** Only grades of "B" or better shall be eligible for reimburse-
24 ment for courses leading to compliance.
- 25 **8.** Credits earned for compliance are eligible for re-certification
26 and reclassification.
- 27 **9.** Faculty who were on sabbatical in academic school years
28 1999/2000 and 2000/2001 may use the tuition reimbursement
29 program for credits that led to compliance. Faculty who are/were
30 on sabbatical in any other years are not eligible for tuition reim-
31 bursement.
- 32 **10.** All part-time faculty who decline an assignment to take a
33 minimum of three credits toward compliance will accrue seniority
34 for that semester.
- 35 **11.** Memoranda of understanding dated 3-11-98, 5-15-98, 12-
36 20-98, and 2-8-99 concerning NCA compliance shall be null and
37 void.
- 38 **12.** In Program-to-program Transfer Articulation Agreements
39 with four year institutions, an MATC student who graduates with
40 an Associates of Applied Science or an Associates of Applied Arts
41 major may transfer all, or nearly all (approximately 90%), of
42 his/her credits toward completion of a bachelors degree in a com-

1 parable major in the receiving four year institution. An example of
2 program-to-program transfer facilitated by an articulation agree-
3 ment would be an Associate of Applied Science in Nursing trans-
4 ferring to a four year college for all or nearly all of the first two
5 years of a Bachelors of Science in Nursing.

6 **13.** “NON-TRANSFER FACULTY” who are non-compliant with
7 MATC’s Academic Standards will not be required to obtain addi-
8 tional degrees. They will be encouraged to develop professional
9 growth plans that upgrade their academic credentials.

10 **14.** To become compliant with MATC Academic Standards, any
11 full-time or part-time non-compliant faculty shall have the oppor-
12 tunity to enroll in MATC courses tuition free. Credits earned can
13 be used for certification and reclassification. Courses must be
14 completed with a grade “B” or better, or the faculty will be
15 required to reimburse MATC for the tuition. The courses taken
16 must be viable courses and the enrollment of faculty must not
17 increase the course load for the instructor. For courses other than
18 to become compliant, any full or part-time faculty shall have the
19 opportunity to audit MATC course tuition free. The courses audit-
20 ed must be viable courses and the enrollment for auditing must
21 not increase the course load for the instructor.

22 **15.** MATC on a one-time basis will accept credits taken by any
23 faculty for NCA compliance that were consistent with published
24 standards on the MATC desktop from July 1, 1998 until Decem-
25 ber 31, 2000 or whenever this agreement is finalized. Such fac-
26 ulty are encouraged to take courses consistent with the current
27 standards of their department.

28 In the case of the English Department standards, which are
29 under discussion and still must proceed through the process
30 described above in paragraph 2 C and D, faculty must meet the
31 MATC Desktop standards as described in the preceding para-
32 graph or be working toward meeting those standards at the rate
33 of 18 credits every 3 years. If the “process for standards” results
34 in new standards being set for the English department, all credits
35 taken based on the prior standards and taken before the estab-
36 lishment of the new standards will be counted toward meeting
37 credentialing standards.

38 **EXAMPLE:** A teacher in the English department needs nine
39 credits to meet present desktop standards. He/she takes 6 cred-
40 its and is 3 credits short of the standard when a new standard is
41 adopted. The teacher’s obligation under the new standard will be
42 to take 3 credits to complete compliance. The 3 credits must be

1 based on the new standard.

2 **16.** The level of reimbursement will be the actual cost, up to a
3 maximum of 100% of the resident tuition charges at the Universi-
4 ty of Wisconsin-Milwaukee for the number of credits taken.

5 6 **REIMBURSEMENT OF TUITION**

7 **1.** Tuition Reimbursement for 1997 - 2000

8 **a)** Reimbursement for tuition paid by all "TRANSFER"
9 and NON-TRANSFER" faculty for classes taken to become
10 compliant with new MATC credentials standards will be paid
11 by MATC to the faculty members in a check separate from
12 regular paychecks. Faculty may submit the following begin-
13 ning on November 20, 2000:

14 **i)** Official transcripts or grade reports for classes
15 taken.

16 **ii)** Completion of Tuition Reimbursement Applica-
17 tion Form (TRAF)

18 **iii)** Proof of actual tuition cost and of payment of
19 tuition (e.g., billing statement and canceled check).

20 **b)** Each dean will sign the TRAF within fifteen working
21 days of its receipt and forward for payment and record
22 according to the instructions on the form. If the faculty mem-
23 ber does not provide all the required information, a memo of
24 explanation will be sent to the faculty member within fifteen
25 working days of the form's original receipt. The faculty must
26 then provide all of the required information to be eligible for
27 the tuition reimbursement. Once the TRAF is approved, the
28 reimbursement will be paid within fifteen working days.

29 **c)** The amount of the reimbursement will be 100% of the
30 actual tuition cost to the faculty up to resident tuition
31 charges at the University of Wisconsin-Milwaukee for the
32 year the courses(s) were taken for the number of credits
33 taken. The UW-M undergraduate tuition rate will be used as
34 the maximum rate for undergraduate courses and the UW-
35 M graduate tuition rates will be used for graduate courses,
36 as appropriate. See the attached chart for reimbursement
37 rates by year.

38 **d)** All TRAF's for classes taken to become compliant for
39 the time period of July 1, 1997 through December 31, 2000
40 must be submitted for reimbursement not later than June 1,
41 2001.

- 1 **e)** If a dean challenges the appropriateness of course-
2 work submitted for reimbursement by faculty members, the
3 dean must notify both the faculty member and Local 212
4 within fifteen working days of the submission of the docu-
5 mentation referenced above. Failure of a dean to notify in
6 this timely manner will render that dean's challenge null and
7 void.
- 8 **f)** If a challenge is timely, the dispute will be resolved by
9 the Credentials Committee composed of four union repre-
10 sentatives and four administrative representatives who will
11 judge:
- 12 **i)** whether the course was taken to become compli-
13 ant with the department standards at the time the
14 course was taken.
- 15 **ii)** whether the faculty member believed herself or
16 himself to be non-compliant at the time.
- 17 **g)** If the Credentials Committee is deadlocked by a tie
18 vote, the faculty member may file a grievance at the 3rd
19 Step to resolve the matter.
- 20 **h)** Only those faculty who were told in writing by their
21 deans that they were compliant, would not be eligible for
22 such consideration.
- 23 **2.** Tuition Reimbursement for 2001 and following
- 24 **a)** For coursework begun after the final signing of this
25 agreement, "TRANSFER FACULTY" members will submit a
26 Course Approval Form to their deans, approved by MATC
27 and Local 212, stating their intent to take a particular course
28 or courses for compliance. Division deans or their
29 designees will sign the form to approve of the courses as
30 satisfying compliance requirements and thus eligible for
31 tuition reimbursement.
- 32 **b)** "TRANSFER FACULTY" taking classes to become
33 compliant commencing on January 1, 2001, must also fol-
34 low the above procedure in terms of submitting the informa-
35 tion required in Paragraphs 1), a), I), ii), and iii) above. The
36 fifteen-day time frames will remain the same as well as the
37 amount of reimbursement. TRAF's must be submitted with-
38 in six months of the completion of the class work to be eli-
39 gible for reimbursement.
- 40 **c)** The faculty member must receive written approval or
41 disapproval within fifteen days of submission. Failure of the
42 dean or dean's designee to meet this deadline will result in

- 1 automatic approval of the course. Disapproval by the
2 dean or designee will trigger a review by the Credentials
3 Committee.
- 4 **d)** If the Credentials Committee is deadlocked by a tie
5 vote, the faculty member may file a grievance at the 3rd
6 Step to resolve the matter.
- 7 **3.** Clarifications
- 8 **a)** For 1997, courses started in May or June and sched-
9 uled to be completed after July 1 are eligible for this tuition
10 reimbursement program.
- 11 **b)** Part-time teachers who received tuition reimburse-
12 ment, occupational growth incentive, and/or fee reimburse-
13 ment under the provisions of the Paraprofessional Work
14 Agreement for courses eligible under this reimbursement
15 program, shall submit complete documentation for the pre-
16 vious reimbursement and shall be eligible to be reimbursed
17 for the difference between what has already been paid and
18 the amount allowed under this program.
- 19 **c)** For the July 1, 1997 - December 31, 2000 time frame,
20 a maximum of thirty-six eligible credits will be reimbursed,
21 regardless of which year the credits were earned.
- 22 **d)** In the event that it is impossible to obtain letter grades
23 from certain post secondary educational institutions, then
24 the faculty member will provide a statement of such from the
25 institution and provide evidence of the grade/competency
26 obtained and its interpretation from the institution.
- 27 **e)** Retirees from the full time unit who are on the part-time
28 seniority list and teach as a part-time teacher during School
29 Years 2000-01 or 2001-02 are eligible for the benefits under
30 this agreement if they meet the requirements as stated
31 herein.
- 32 **f)** Surviving spouses of deceased teachers who met the
33 requirements of this reimbursement program as stated
34 herein are eligible to receive the reimbursement that would
35 have been due the deceased teacher.

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LOCAL 212, WFT, AFL-610


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6th Vice President, Local 212
Chairperson, Bargaining Team


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Bargaining Team Member



Joseph Czarniecki
Bargaining Team Member


May Kay Flynn
Bargaining Team Member


Elizabeth Harris
Bargaining Team Member



Mary Anne Vitek
Bargaining Team Member

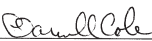

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