

# **AGREEMENT**

*for*

**FULL-TIME AND PART-TIME  
PARAPROFESSIONAL EMPLOYEES**

*between the*

**MILWAUKEE AREA  
TECHNICAL COLLEGE  
DISTRICT BOARD**

and

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

July 1, 2006 – June 30, 2011

AMERICAN FEDERATION OF TEACHERS,  
LOCAL 212 – MATC

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1 10882, and the WERC certification dated June 12, 1987, Case  
2 #160, No. 38330 ME 154 Decision #24486, and (b) certain  
3 recruiters, specialists, and technicians, excluding supervisors and  
4 all other employees as described in WERC certification dated  
5 October 23, 1979, Case 67, Number 23878, ME-1535, Decision  
6 No. 16507-C, April 17, 1996, Case 48, Number 3448, ME-309,  
7 Decision No. 28703 and (c) other paraprofessional positions  
8 agreed upon in Memorandums of Understanding between the  
9 Board and the Union.

10 **Section 2 — Representation**

11 **A)** Full time provisions of this Agreement shall apply only to  
12 employees who are scheduled to work 1,040 or more hours annu-  
13 ally, or who are regularly scheduled to work at least 20 hours or  
14 more per week on a school year basis (excluding child develop-  
15 ment specialists as noted below.)

16 **B)** Part-time provisions of this Agreement shall apply to child  
17 development specialists who are scheduled to work less than  
18 1,040 hours annually; to other employees who are scheduled to  
19 work less than 1,040 hours annually; or to employees (other than  
20 child development specialists) who are regularly scheduled to  
21 work less than 20 hours per week on a school year basis.

22 **C)** Persons who are limited term employees (LTE's) under the  
23 provisions of Article III, Section 26 of this Agreement for a semes-  
24 ter or longer meet the recognition standard above in paragraph A  
25 for inclusion in the bargaining unit.

26 **D)** Persons who are limited term employees (LTE's) under the  
27 provisions of Article III, Section 26 of this Agreement for less than  
28 a semester, shall only be eligible for the contractual application of  
29 the Fair Share Agreement (Article XVI), the Wage Schedules  
30 (Article V), and the Grievance Procedure (Article IV), except for  
31 part-time paraprofessionals who will retain benefits per Article III,  
32 Section 26.

33 **E)** The fiscal year will be used to determine total annual work  
34 hours of full and part-time bargaining unit members as defined  
35 above.

36 **Section 3 — Prepared documents**

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

1     **Section 4 — District meetings**

2             The President or his/her designee and not more than two (2)  
3 additional administrative representatives shall meet regularly with  
4 the President of the Union and not more than two (2) additional  
5 paraprofessional Union representatives, by mutual agreement as  
6 to time and place, to discuss matters of educational policy and  
7 development but not to discuss grievances or to negotiate pro-  
8 posed changes in this Agreement.<sup>(2)</sup>

9     **Section 5 — Faculty committee**

10            The Union may include an employee as one of the Union  
11 members appointed to serve on Faculty Committees, as provid-  
12 ed in the Local 212 teacher contract.<sup>(2)</sup>

13     **Section 6 — Divisional meetings**

14            The Union may include an employee as one of the Union  
15 representatives at Divisional Meetings, as provided in the Local  
16 212 teacher contract.<sup>(2)</sup>

17            Part-time paraprofessionals<sup>(3)</sup>

18     **Section 7 — Copies of agreement**

19            Within ten (10) days of ratification the parties shall meet for  
20 the purpose of reviewing the contract and making the necessary  
21 arrangements to effectuate the printing of the contract. The print-  
22 ing and distribution of the contract shall be completed no later  
23 than ninety (90) days after the above noted meeting. Seven hun-  
24 dred fifty (750) copies of this Agreement and supplements there-  
25 to shall be printed in booklet form with Union label at Board  
26 expense and turned over to the Union for distribution to each  
27 employee represented by the Union.

28     **Section 8 — Executive Board meetings**

29            The Board shall extend released time to any employee who  
30 has been elected to a position on the Union Executive Board to  
31 attend meetings of such Executive Board when scheduled during  
32 the employee's regular work day, provided that:

33     **A)** such released time shall be limited to a maximum of eight  
34 (8) hours in any school year;

35     **B)** such released time may be taken only if approved by the  
36 employee's supervisor, and

37     **C)** such released time shall be without pay unless the employ-  
38 ee arranges compensating work time.

---

(2) Refer to Appendix D.

(3) Refer to Appendix C.

1     **Section 9 — Subcontracting**

2             The district shall not subcontract bargaining unit work.  
3     Should the District believe there are extenuating circumstances  
4     for which subcontracting of some work is needed, District repre-  
5     sentatives shall contact the Union. Upon agreement with Local  
6     212, the prohibition on subcontracting may be waived.

7     **Section 10 — Definition**

8             The term dean as used in this agreement will refer to either  
9     the academic or campus dean, as dictated by the organizational  
10    structure of the College.  
11

12    **ARTICLE II — Board responsibility and right**

13            The Union recognizes the responsibility and right of the  
14    Board to administer the school so as to provide effective and effi-  
15    cient education in accordance with the laws and Constitution of  
16    the United States and the State of Wisconsin and the rulings of  
17    the Federal and State regulatory agencies.  
18

19    **ARTICLE III — Hours and working conditions**

20    **Section 1 — Work week**

21            The employees' regular work week shall be directly related  
22    to their division and shall normally not exceed five (5) consecu-  
23    tive days and forty (40) hours of employment. Written notice shall  
24    be given as far as possible in advance of any changes in hours  
25    worked or days worked per week and weeks per year.

26    Part-time Paraprofessionals<sup>(4)</sup>

27    **Section 2 — Work year**

28    **A)** The work year for employees shall be directly related to their  
29    division and will ordinarily correspond to the normal school year,  
30    but may be extended at the discretion of the Board. Extensions of  
31    the school year can be required only for work schedules at least  
32    equal to the employee's normal regular weekly schedule; other  
33    summer work assignments shall be voluntary. Employees who  
34    are normally employed for the 10-month school year may be  
35    required to work during the summer recess provided they are  
36    notified no later than April 15. If notified after April 15, the employ-  
37    ee shall be given the choice of accepting or not accepting an  
38    extended school year.

---

(4) Refer to Appendix C.

1           The District shall, when reasonably practical, notify the  
2 employee and the Union of a reduction in an employee's work  
3 year sixty (60) calendar days in advance. Such notice shall occur  
4 at least thirty (30) calendar days in advance of the reduction.

5 **B)** Full-time employees hired prior to July 1, 1986, shall not  
6 involuntarily lose any hours of employment during the year  
7 because of the change in the teachers' calendar from 190 to 175  
8 days which occurred during the 1986-1987 fiscal year.

9 **C)** Assignment of work during break periods within a division,  
10 except Childcare Development Specialists, shall be made based  
11 on seniority and may be accepted or rejected. In departments in  
12 which there are not enough employees wanting to work during  
13 break periods, assignments will be made by inverse seniority.

14 **D)** Employees whose work year is less than 12 months or  
15 becomes less than 12 months shall have the opportunity, based  
16 upon seniority, and if qualified, to:

17       **1)** Full time Employee

18           **a)** Fill a vacancy within their job title outside their  
19 department.

20           **b)** Bump the least senior full-time employee within  
21 their job title.

22           **c)** Bump the least senior part-time employee(s)  
23 within their job title.

24       **2)** Part time Employee

25           **a)** Fill a vacancy within their job title outside their  
26 department.

27           **b)** Bump the least senior part-time employee within  
28 their job title.

29 **E)** The above referenced D) shall apply to employees who  
30 have no work for a period of four weeks or longer. These employ-  
31 ees will return to their original position at the beginning of the reg-  
32 ular school year.

33 **F)** Recess periods

34       Paraprofessionals who do not have employment during  
35 break periods (Summer, Winter, and Spring Break) shall have pri-  
36 ority access to paraprofessional openings or other nonteaching  
37 openings where outside people are employed, in other depart-  
38 ments or divisions, for which they are qualified. The following  
39 rules will apply:

40       **1)** Upon acceptance of this assignment there is mutual  
41 understanding that the paraprofessional will be expected to  
42 work both Summer and Winter Break.

- 1           **2)** Assignment will be for one (1) year.  
2           **3)** Seniority based rotation will be used.  
3           **4)** No less than the number of persons hired in 1994 will  
4           be hired in subsequent years.  
5           **5)** Openings will not overlap the employee's regular  
6           assignment.

7   **G) MATC Child Care Services Seniority Based Summer**  
8   **Employment**

9           Summer Program: 12 weeks

10          Session I:           First 6 weeks

11          Session II:           Second 6 weeks

12   Class Age Groups (tentative)

13          Infant:               Zero to 12 months

14          Toddler I:           12 to 18 months

15          Toddler II:          18 mos. to 2 years

16          Early Preschool:   2 or 3 years

17          Preschool:           3 to 6 years

18          School Age:          6 to 12 years

19   Options for Full-Time Staff

20          A. 40 hrs/wk for Sessions I and II

21          B. 40 hrs/wk for Session I only

22          C. 40 hrs/wk for Session II only

23          D. Decline summer employment

24   Options for Part-Time Staff

25          A. Up to 20 hrs/wk for Sessions I and II

26          B. Up to 20 hrs/wk for Session I only

27          C. Up to 20 hrs/wk for Session II only

28          D. Or more hours as needed until a maximum of  
29             1040 hours had been reached

30          E. Decline summer employment

31  
32   Staff Needed

33           For each class there will be one Child Development  
34           Specialist or Educational Assistant working 40 hrs/wk for 12  
35           weeks OR this position can be worked by one Child Development  
36           Specialists or Educational Assistant working 40  
37           hrs/wk Session I and another working 40 hrs/wk for  
38           Session II.

39  
40   Staffing by Seniority

41           Acceptance constitutes a firm commitment.

42           Full-time staff for full-time positions are filled first.

1 (Options A, B, or C)

2 Reverse Seniority of Full-time staff if full-time positions  
3 are not filled.

4 Part-time staff for part-time work.

5 Reverse Seniority of Part-time staff if part-time posi-  
6 tions are not filled.

7  
8 **Stipulations**

9 Depending on enrollment for the summer program, all  
10 Child Development Specialist and Educational Assistants  
11 need to know that they are expected to work with children  
12 ages zero to 12 if needed. A Child Development Specialist  
13 or Educational Assistant may not be working with the age  
14 group they prefer.

15  
16 **Winter/Spring and vacation coverage**

17 Recess and vacation time shall be filled by home cam-  
18 pus employees by seniority. Using the seniority list, full-time  
19 staff, then part-time staff. If positions are not filled, reverse  
20 seniority of part-time staff, then full-time staff will be used.

21 Preference to work Summer Hours must be sent out to  
22 all child care staff by April 1. Those Child Development Spe-  
23 cialists & Educational Assistants scheduled to work full-time  
24 and part-time must be notified by May 1. Full and part-time  
25 Child Development Specialists and Educational Assistants  
26 must receive a tentative schedule, based on enrollment pro-  
27 jections, two (2) weeks prior to the start of each summer  
28 session.

29 Child care staff may sign up to volunteer to substitute  
30 during the summer if needed.

31 Employees working at other campuses during the  
32 summer will return to their original home campus in fall.

33  
34 **Section 3 — Assigned overtime**

35 **A.** Full-time employees required to work beyond forty (40)  
36 hours per week shall, at the option of the employer, be paid or  
37 shall take compensatory time off at the rate of time-and-one-half.  
38 Prior authorization of such overtime must be obtained from the  
39 immediate supervisor. The compensatory time shall be prior to  
40 the end of the third month following the month in which the over-  
41 time was worked unless agreed to differently by the immediate  
42 supervisor and the employee.

1 **B.** Employees required to work seven (7) consecutive days will  
2 be paid at double time for all hours worked on the seventh day.  
3 Seventh day hours will be from midnight of the sixth day to mid-  
4 night of the seventh day.

5 **C.** For Part-time employees overtime assignments or work  
6 beyond the employee's regular work day shall be voluntary.

7 **Section 4 — Shift premium**

8 Effective with the pay period following ratification of this con-  
9 tract, any employee called in or scheduled to start work between  
10 the hours of 11:00 a.m. and 12:00 midnight will be considered  
11 working on the second or third shift. Eligible employees will be  
12 paid a shift premium of \$0.70 per hour for all hours worked  
13 between 2:00 p.m. and 11:00 p.m. and \$0.80 per hour for all  
14 hours worked between 11:00 p.m. and 7:00 a.m.

15 **Section 5 — Work out of classification**

16 When an employee within the bargaining unit is absent for  
17 one (1) week or more and the Board assigns a member of the  
18 bargaining unit from a lower classification to the duties of the  
19 absent employee for one (1) week or more, such employee shall  
20 be paid for such work at the same rate as if promoted, provided  
21 that such employee performs at least fifty percent (50%) of those  
22 duties that qualify for the higher rate of pay.

23 Work out of classification coverage is limited to four (4)  
24 weeks in duration. Work coverage for a period longer than four (4)  
25 weeks will be addressed through the LTE process. The union will  
26 be notified of all out of class assignments.

27 **Section 6 — Fair dismissal policy**

28 **A)** An employee hired by the Board shall serve a probationary  
29 period of twelve (12) calendar months of actual work. During this  
30 period the employee will be given guidance, assistance, and rec-  
31 ommendations for improvements by his/her immediate  
32 supervisor.

33 **B)** A probationary employee who is being terminated shall have  
34 the right to appeal for a hearing before the Executive Vice-Presi-  
35 dent with or without representation.

36 **C)** If a nonprobationary employee who is being disciplined, dis-  
37 missed, suspended, discharged, or denied reappointment, or the  
38 Union, is not satisfied that such actions were for just cause, the  
39 employee or the Union shall have the right to appeal the decision  
40 to arbitration in accordance with the final step of the grievance  
41 procedure as prescribed in this Agreement.

1     **Section 7 — Layoff**

2     **A)** Layoffs shall be by seniority within each job title/position,  
3     and then within each classification category. The employees and  
4     the Union shall receive thirty (30) calendar days' written notifica-  
5     tion regarding such layoffs. An employee subject to layoff may  
6     move to a job title/position in which the employee has had expe-  
7     rience, or for which the employee is qualified, after the posting  
8     transfer process (Article III, Section 8) has been completed, and  
9     will bump the least senior incumbent in a position for which the  
10    displaced, senior employee is qualified.

11    **B)** Employees shall be recalled in the reverse order in which  
12    they were laid off: first to their original job title/position if their sen-  
13    iority allows and secondly to any vacant position or position  
14    where there is an employee with less seniority, provided the  
15    employee is qualified for that position.

16    **C)** All seniority and recall rights shall terminate after an  
17    employee has been on layoff for a period equal to the employee's  
18    total seniority (general application) at the time of such layoff, but  
19    not less than twenty-four (24) months nor more than sixty (60)  
20    months. Notice of recall shall be mailed by certified mail to the  
21    last known address of the employee, and a copy shall be deliv-  
22    ered to the Union. Employees recalled from layoff shall be  
23    expected to report for work on the specified reporting date but if  
24    such date is less than fifteen (15) calendar days from the mailing  
25    date of the recall notice, the employee may, upon notice to the  
26    supervisor, report no later than the fifteenth calendar day after the  
27    mailing date of the recall notice.

28    **D)** When reasonably possible, the Union shall be given at least  
29    ninety (90) calendar days' notice of the potential for layoff(s) in a  
30    job title/position. The Union and the District shall meet within fif-  
31    teen (15) days of such notice to review the reasons for the poten-  
32    tial layoff and the order of employees to be laid off. Within fifteen  
33    (15) days of the above noted meeting, the employees which may  
34    be affected shall be given a preliminary notice of layoff. The actu-  
35    al notice of layoff shall be provided to the employee and the  
36    Union as soon as possible, but in no event shall said notice be  
37    less than thirty (30) calendar days.

38    **E)** Part-time employees assigned as child development spe-  
39    cialists and other classifications laid off because of enrollment  
40    decline or class cancellation shall be given seven days written  
41    notification regarding such layoffs.

1 **F)** In the event a Full-time employee is subject to layoff, the  
2 affected employee, if qualified, shall have the first opportunity to  
3 accept a part-time paraprofessional vacancy before the vacancy  
4 is offered to applicants outside the bargaining unit. If no vacan-  
5 cies exist at the time of the affected employee's layoff, the affect-  
6 ed employee shall have the opportunity to displace the least  
7 senior part-time employee in a paraprofessional position for  
8 which the affected employee is qualified.

9 **Section 8 — Transfer — Vacant and Newly Created Positions**

10 **A) 1)** The Board, through Human Resources, will post any  
11 position for which it will accept applications. The Union  
12 Director of Labor Relations and the Union chair of the Job  
13 Description Committee will be sent a copy of all postings  
14 within the bargaining unit. Employees on layoff will be sent  
15 copies of all posted positions to address of record. All  
16 employees requesting transfer to a posted position must  
17 complete a transfer request.

18 **2)** The Board shall not be obligated to consider an appli-  
19 cation for transfer within the same job title during the period  
20 of six (6) months immediately following any prior transfer  
21 with the exception of a) promotion, b) shift change, or c)  
22 campus change within the same job title. This limitation  
23 shall not apply to any movement from one classification cat-  
24 egory to another. New hires shall not be permitted to trans-  
25 fer during the first six (6) months of their probationary  
26 period.

27 **3)** When one position in a job title is being reassigned to  
28 a different campus or the starting time is changed by three  
29 or more hours, in order to open up another position in the  
30 same job title, the position shall be posted by Human  
31 Resources only to full-time employees in that job title.

32 **B)** The most senior qualified employee applying for a vacancy  
33 in the same job title shall receive the position. Transferring  
34 employees will be given a departmental orientation, guidance and  
35 recommendations by his/her immediate supervisor in order to  
36 facilitate a smooth transition to the new position.

37 In the event that the vacancy is not filled by an employee in  
38 the same job title, a qualified employee, as described in Section  
39 8 (E) below, applying for the vacancy in the same job classifica-  
40 tion category shall receive the position. For purposes of this sec-  
41 tion there shall be seven classification categories:

- 1           **1.** Educational Assistant
- 2           Disability Specialist
- 3           Sign Language Interpreter/Communication Specialist
- 4           Nursing Center Assistant
- 5           Student Health Records Specialist
- 6           **2.** Librarian
- 7           Library Technician
- 8           Library Technician/Audio-Visual
- 9           **3.** Student Service Specialist
- 10          Academic Support Specialist
- 11          Workforce Development Specialist
- 12          Paralegal
- 13          Employment Development Specialist
- 14          Financial Aid Specialist
- 15          **4.** Media Designer
- 16          Instructional Media Specialist
- 17          Photographer/Multimedia
- 18          Editor
- 19          **5.** Child Development Specialist
- 20          **6.** Information Technology Consultant
- 21          Electronics Specialist
- 22          Academic Affairs Data Analyst
- 23          Alternate Delivery Technician
- 24          Enrollment Management Data Specialist
- 25          Computer Installation Technician
- 26          Computer Network Administrator
- 27          Computer Network Administrator Trainee
- 28          Computer Operator
- 29          Computer Support Specialist
- 30          Data Base Administrator
- 31          Senior Computer Installation Technician
- 32          Senior Computer Support Specialist
- 33          Telecommunication Specialist
- 34          **7.** Offset Press Operator
- 35          Lithographic Preparatory Technician
- 36          Prepress Publishing Technician

37 **C)** Any employee who is interested in a vacancy outside their  
38 job title can apply for a transfer to the vacancy. Requests for  
39 transfer shall be submitted in writing to Human Resources within  
40 the time specified in the position posting. The limitations and  
41 restrictions outlined in Article III, Section 8 (A)(2) shall apply.

1 **D)** A person displaced to a different job title will be included  
2 among those transferring within the original job title for a period  
3 equal to his/her tenure within the original job title.

4 **E)** Vacancies shall be filled first from within the 212 Paraprofessional bargaining unit by those meeting the qualification for the  
5 positions. After transfer requests from within the job title have  
6 been honored, the following shall apply: most senior qualified  
7 employee applying for a vacancy in the same classification cate-  
8 gory shall receive the position. Thereafter, employee outside the  
9 classification category who apply will be considered. Where qual-  
10 ifications are substantially equal, the most senior qualified  
11 employee shall receive the position.

12 **F)** If a request to transfer is denied, the applicant may request  
13 the reasons for the denial in writing.

14 **G)** For vacancies in the faculty bargaining unit, qualified appli-  
15 cants shall be provided an interview with the appropriate supervi-  
16 sor. Part-time Paraprofessionals.<sup>(5)</sup>

17 **H)** Appendix G, Article IV, Section 15 B of the full-time facul-  
18 ty/counselor agreement provides that qualified full-time Outreach  
19 Specialists shall be part of the fifty percent (50%) pool for LTE  
20 counselor vacancies and the seventy-five (75%) pool for regular  
21 counselor vacancies.

22 If there are no qualified Outreach Specialists eligible to  
23 enter counseling positions, then the District shall hire twenty-five  
24 (25%) of counselor vacancies from qualified applicants from the  
25 Student Services Classification Category through an interview  
26 process. An interview panel comprised of equal representation  
27 from management and represented staff shall recommend final-  
28 ists to the appropriate supervisor, who shall recommend the hir-  
29 ing of one of the candidates.

### 30 **Section 9 — Externally Funded Positions**

31 **A)** Full time members of the paraprofessional bargaining unit  
32 who voluntarily make a lateral transfer (within same job title) to an  
33 externally funded position shall be placed at the entry level salary  
34 for that position, and shall thereafter advance on the salary scale  
35 per the labor agreement, for the term of the assignment. If exter-  
36 nal funding for the above described position expires or the  
37 employee transfers to a different, internally funded position, the  
38 employee will be restored to a pay scale equal to his/her original  
39

---

(5) Refer to Appendix C.

1 step plus any incremental increases earned during the externally  
2 funded employment period.

3 **B)** Full time members of the paraprofessional bargaining unit  
4 who involuntarily (e.g. due to layoff or lack of work) transfer into  
5 an externally funded position shall retain and accrue compensa-  
6 tion according to the provisions of the contract.

7 **Section 10 — Employee retraining fund**

8 An employee with at least three (3) continuous years of Dis-  
9 trict employment who is laid off shall be eligible for reimburse-  
10 ment to cover tuition and course fees imposed on the employee  
11 for course work at an accredited educational institution<sup>(6)</sup> or other  
12 technical and industrial training as approved by the Executive  
13 Vice President subject to the following limitations:

14 **1)** Eligibility shall be based on successful completion of  
15 course work.

16 **2)** Courses must be completed and course credits  
17 obtained within two years of date of layoff.

18 **3)** A maximum of \$2,500/person shall be allotted over the  
19 two-year period.

20 **4)** The District shall provide a maximum of \$30,000/year  
21 (to include Paraprofessionals, Teachers, Counselors, and  
22 School Nurses) to be used for such reimbursement. At the  
23 end of the contractual year, monies will be distributed in  
24 equal allotments until the \$30,000 is exhausted.

25  
26 In order to receive reimbursement the employee must sub-  
27 mit a paid receipt to the Office of Human Resources on or before  
28 August 30 of the contractual year. Payments will be made as  
29 soon as possible but no later than 60 days from date of submis-  
30 sion of official transcript.

31 **Section 11 — Lunch period**

32 All employees scheduled more than five (5) hours per day  
33 shall be granted a minimum of one-half (1/2) hour for a duty free  
34 unpaid lunch break.

35 **Section 12 — Locker space**

36 The Board shall assign reasonable locker space or other  
37 facilities for personal belongings to employees convenient to the

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

1 work areas as soon as possible after appointment.

2 **Section 13 — Lounge facilities**

3 Employees shall have access to the lounge facilities provid-  
4 ed for teachers.

5 **Section 14 — Orientation**

6 New employees shall receive orientation to familiarize them  
7 with their duties and responsibilities and to acquaint them with  
8 school regulations, buildings, equipment, and services.

9 **Section 15 — In-service training**

10 In-service participation is to be encouraged for its positive  
11 value in improving job performance and expanding career poten-  
12 tial. Employees may participate in any in-service training offered  
13 by the Board for professional development provided:

- 14 1) it is outside working hours; or  
15 2) the absence of the employee during working hours will  
16 not disrupt departmental function and the absence has been  
17 approved by the immediate supervisor; or  
18 3) if the absence will disrupt departmental function, com-  
19 pensatory time is arranged.

20 **Section 16 — Seniority**

21 **A)** Seniority, insofar as general benefits such as length of vaca-  
22 tion time and similar considerations are concerned, shall date  
23 from the initial continuous employment date of the employee.  
24 Bargaining unit members moving from part-time status to full-time  
25 status will have their date adjusted. Seniority earned from July 1,  
26 1997, and thereafter, by part-time employees, shall count if the  
27 employee is hired full-time. Seniority credit will be based on the  
28 following formula: for each two (2) semesters of part-time experi-  
29 ence, employees will be given one (1) semester (6 months) of  
30 full-time credit. Previous temporary or terminal periods of employ-  
31 ment are not counted in this computation unless these are part of  
32 the continuous employment described above.

33 **B)** Seniority, insofar as considerations relating to transfer, lay-  
34 off, and recall are concerned, shall be determined from the date  
35 of entry into the Local 212 bargaining unit unless otherwise  
36 agreed upon by the District and the Union due to circumstances  
37 such as the inclusion of nonrepresented positions into the bar-  
38 gaining unit. When the date of entry into the bargaining unit is  
39 found to be the same, then seniority will be determined by the last  
40 four numbers of each person's social security number (rank  
41 order, highest to lowest) will be used to determine order of  
42 seniority.

1     **C) Time spent out of the bargaining unit:**

2         **1)** If a unit member should leave the unit to take a nonunit  
3         position within MATC and later return to the unit, his/her  
4         seniority date shall be adjusted to reflect only the time spent  
5         as a member of the unit.

6         **2)** A person who took a nonrepresented position must  
7         wait eighteen (18) months to retain his/her previous bar-  
8         gaining unit seniority, unless the duration of the nonrepre-  
9         sented position was less than six (6) months.

10        **3)** A bargaining unit member who teaches as a substitute  
11        for less than one semester shall be paid as set forth in Arti-  
12        cle V, Section 4, and shall remain a member of the parapro-  
13        fessional bargaining unit. A bargaining unit member who  
14        accepts a teaching position that lasts or is expected to last  
15        one semester or more shall become a member of the teach-  
16        ers' bargaining unit for the entire duration of the teaching  
17        assignment.

18     **D)** In September of each year, the Board, through the Office of  
19     Human Resources, shall provide the Union with a list of employ-  
20     ees within the bargaining unit by job title/position, department,  
21     campus, date of initial continuous employment, and date of  
22     employment in the employee's present job title/position. Seniori-  
23     ty lists shall also indicate date of employment in other job  
24     title/positions in which the employee has worked from the initial  
25     continuous employment date of the employee.

26     Part-time Paraprofessionals<sup>(7)</sup>

27     **Section 17 — Educational changes**

28         Suggested changes or innovations for more effective class-  
29         room instruction or programs may be proposed by the employees  
30         to their immediate supervisor with a copy to their assigned  
31         teacher and/or appropriate Dean.

32     **Section 18 — Campus closing**

33         Any time a campus center is closed by order of the Presi-  
34         dent's office because of an emergency, pay is authorized for all  
35         those employees who do not work. The employees who are  
36         required to work shall receive, in addition to their pay, compen-  
37         sating time off for all hours worked on their normal shift. In the  
38         event the emergency lasts for more than one (1) day, the Presi-  
39         dent shall determine if pay continues for those employees who do

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(7) Refer to Appendix C.

1 not work. If pay is not authorized, then compensating time shall  
2 not be allowed for those employees who work.

3 Should the District close by order of the President for up to  
4 two weeks that include the Christmas Holidays and the New  
5 Years' Holidays, or for a day before or after July 4th, employees  
6 who are normally scheduled to work may use the floating holi-  
7 days as provided per Article XI (1), vacation pay or compensatory  
8 time pay to receive payment for days not worked. In the alterna-  
9 tive, employees can elect to receive no pay for said days not  
10 worked. Affected employees will receive holiday pay, for holidays  
11 that fall within these time periods. Should the District close, these  
12 would be the dates, unless otherwise discussed and reviewed  
13 with the Union:

- 14 • For 2007, the District will be closed from Monday,  
15 December 24 - Tuesday, January 1.
- 16 • For 2008, the District will be closed December 24, 25,  
17 26, 27, 28 and 31 2008, and January 1 and 2, 2009.
- 18 • For 2009, the District will be closed from Thursday,  
19 December 24 - Sunday, January 3.

#### 20 **Section 19 — Substitute teaching**

21 Employees who are asked to substitute teach should be  
22 certified. In the event that there are no certified employees avail-  
23 able, an uncertified employee who is asked to substitute teach  
24 must:

25 **A)** report the substitute hours to the supervisor immediately fol-  
26 lowing the substitute teaching. Substitute teaching must not  
27 exceed 15 hours per course-section per semester. The immedi-  
28 ate supervisor shall be responsible for keeping track of the report-  
29 ed hours and for notifying the employee prior to reaching the 15  
30 hour maximum.

31 **B)** be knowledgeable in the area and method he/she is to sub-  
32 stitute in,

33 **C)** be given class cards, classroom keys, lesson plans, and  
34 any other materials/equipment necessary to operate the class in  
35 a professional manner.

#### 36 **Section 20 — Part-time appointments**

37 **A)** Part-time appointments

38 Both parties recognize the contribution, value, and necessi-  
39 ty of using part-time (assignments under 50%) employees in cer-  
40 tain programs and locations and times. Whenever there is a  
41 regular, full-time position vacant it should be filled by a qualified  
42 employee if such is available. Part-time employees may be

1 employed in programs or locations or at times where it is difficult  
2 to recruit or utilize regular full-time employees. MATC does not  
3 intend to use part-time employees for the purpose of limiting par-  
4 ticipation in the bargaining unit.

5 **B) New Part-time appointments**

6 New employees shall not be hired if there are existing  
7 employees who want the work assignment, provided the total  
8 hours worked in a year does not exceed the maximum hours  
9 specified in the recognition clause.

10 **Section 21 — Instructional materials**

11 Employees who deliver direct instructional support shall be  
12 provided with the necessary textbooks and assignments sheets,  
13 when they request them. Textbooks will remain the property of  
14 MATC.

15 **Section 22 — Part-time teaching appointment**

16 Vacancies in part-time teaching positions (after the part-time  
17 faculty seniority list has been exhausted) shall be filled by the  
18 most senior qualified full-time paraprofessional, and then by the  
19 most senior qualified part-time paraprofessional applying for the  
20 position.

21 **A)** On or about May 1 of each year the Human Resources Divi-  
22 sion will solicit applications and certification information from  
23 paraprofessionals who are interested in teaching part time at  
24 MATC.

25 **B)** The Human Resources Division will make available a  
26 source document available for review at all campus libraries and  
27 at the Human Resources Division office which states minimum  
28 qualifications necessary to be considered. These include:

- 29 1) Certifiable according to WCTC requirements.
- 30 2) Certifiable according to the regional accrediting  
31 agency.
- 32 3) Minimum number or credits in the teaching area.
- 33 4) Job descriptions.

34 **C)** The Human Resources Division will distribute copies of  
35 applications received to the appropriate divisions.

36 **Section 23 — Fifth Vice President Release**

37 The board shall release the Local 212 Fifth Vice President,  
38 for the purpose of union business, two days per week. The Fifth  
39 Vice President will schedule meetings on those days to the great-  
40 est extent possible, and the union membership will be advised of  
41 those days of the week when he/she is released for the purpose  
42 of union activities.

1     **Section 24 — Seventh Vice President Release**

2             The Board will grant four (4) hours per week release time to  
3     the 7th Vice President of Local 212, to handle union matters  
4     regarding part-time paraprofessional employees.

5     **Section 25 — Job Description Committee**

6             A joint committee of paraprofessional staff and Human  
7     Resources/Labor Relations will meet on an as needed basis for  
8     the purpose of job description review. The committee will consist  
9     of not more than four members from the Union and four repre-  
10    senting administration. Both Union and administration will appoint  
11    co-chairs who may call the committee into session as necessary.

12            MATC agrees that the Coaching/Evaluation System drawn  
13    up and agreed to by a joint Union/management committee will not  
14    be implemented until the paraprofessional job descriptions have  
15    been reviewed and updated. In exchange for this written assur-  
16    ance, the union will approve the Coaching/Evaluation System for-  
17    mat. In addition, MATC agrees that Local 212 Paraprofessionals  
18    will be jointly involved in the job description process by means of  
19    an ad hoc committee of four individuals, chosen by the union,  
20    who will participate in all phases of the job description update.  
21    This participation will include:

- 22            1) Joint selection of a consultant, if one is to be used for
- 23            any part of the work to be done.
- 24            2) Joint development of the methodology to be used in
- 25            the review and update process.
- 26            3) Joint development of job questionnaires to be com-  
27            pleted by employees and supervisors.

28     **Section 26 — Limited Term Employee Positions**

29            A limited term position is one for which an employee is  
30    needed to fill a full-time position longer than four weeks and a  
31    part-time position requiring 19 hours or less a week for more than  
32    6 weeks, with a projected end date of not more than one year.  
33    This process includes coverage for sabbatical, medical and other  
34    approved leaves. Full time employees will have transfer rights as  
35    described in Article III, Section 8, paragraphs B through E of the  
36    contract, to only those LTE positions which require 20 or more  
37    hours of work per week. All other transfer rights will apply for  
38    internal transfers to limited term positions. A two-track process  
39    will be used for placing employees within LTE assignments.

40    **A) Track 1 — Positions anticipated to be 6 months to one year:**

41            All positions will be posted as described in Article III, Section  
42    8, paragraphs B through E and will include an expected termina-

1 tion date. In the event a position is extended beyond the one (1)  
2 year, the position will be reposted under the same process.

3 **B) Track 2** — Positions expected to be less than six months,  
4 (either a newly-created short-term full-time position, or a leave  
5 related vacancy which cannot be filled through a temporary shift  
6 of workload).

7 **1)** The position, including description and minimum qual-  
8 ifications, will be posted for five days, for internal candidates  
9 only.

10 **2)** Interviews will be conducted by the requesting super-  
11 visor to locate an individual with appropriate skills and train-  
12 ing to be effective within the time span of the position. It is  
13 assumed the most senior, qualified candidate in any of the  
14 following ordered steps will receive the position. The posi-  
15 tion will be filled accordingly:

16 **a)** interview and select full-time candidate from with-  
17 in the same classification category.

18 **b)** interview and select one of the three most senior  
19 applicants from other classification categories within  
20 the bargaining unit.

21 **c)** if the pool of interested candidates in steps a)  
22 and b) above has been depleted without locating a  
23 suitable candidate, interview and select a non-senior  
24 applicant from other classification categories within  
25 the bargaining unit.

26 **d)** After full-time employees, part-time employees  
27 who file applications will have access according to the  
28 process outlined in a) thru c) above.

29 **3)** At the midway point of the limited term assignment, a  
30 reevaluation of need will be made. If the reevaluation shows  
31 a need for the position to continue beyond six months, the  
32 position will be reposted according to the LTE Track 1 or  
33 regular posting process, whichever is applicable, prior to the  
34 end of the six-month limitation. Upon termination of the lim-  
35 ited term assignment, the Local 212 employee will return to  
36 his or her previous assignment. In the case of a part-time  
37 employee returning to his/her original position, only the first  
38 nineteen hours of each week during the limited term  
39 employment will count in the calculation of his/her annual  
40 work hours.

41 **C)** Employees placed in limited term positions other than inter-  
42 nal full-time transfers will not have layoff or transfer rights as

1 described in Article III, Section 7 and 8, respectively, of the full-  
2 time portion of the contract.

3 **D)** Part-time paraprofessionals who are placed in full-time LTE  
4 positions retain their rights to vacancy/transfer procedures and all  
5 other benefits for part-time employees if the assignment does not  
6 meet the semester threshold. Limited term employees will receive  
7 full-time benefits if the assignment is at least one semester.

8 **E)** Employee will return to his/her previous position upon com-  
9 pletion of LTE assignment.

## 10 **ARTICLE IV — Grievance procedure**

### 11 **Section 1 — Definitions**

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

14 **B)** A complaint is a personal dissatisfaction of an employee  
15 with any aspect of his/her employment which does not involve a  
16 grievance as defined above.

### 17 **Section 2 — Rights**

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

20 **B)** The Union or the Employer shall have the right to be repre-  
21 sented by counsel or such additional persons as are deemed  
22 necessary at any step of this procedure.

23 **C)** The Union shall have the right to be present at any step of  
24 this procedure when an individual chooses to process a griev-  
25 ance on his/her own behalf. The Union shall receive prior notice  
26 of all such hearings.

### 27 **Section 3 — Limitations**

28 **A)** The grievance or complaint procedure provided in this  
29 Agreement shall not prohibit the parties from using any proce-  
30 dures or remedies afforded by law.

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

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

38 **D)** No decision or adjustment of a grievance shall be contrary  
39 to this Agreement.

40 **E)** Failure of the employer to communicate the decision on a  
41 grievance at any step of the procedure within the specified time  
42

1 limit shall permit the Union to submit an appeal at the next step  
2 of the procedure.

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

9 **G)** The final step for resolving a complaint will be Step 3, an  
10 appeal before the appropriate MATC Vice President whose deci-  
11 sion shall be final.

## 12 **Section 4 — Steps**

### 13 **Step 1 (Verbal)**

14 The employee may discuss his/her grievance with his/her  
15 immediate supervisor directly and individually or accompanied by  
16 his/her Union representative.

17 **a.** The immediate supervisor shall inform the employee  
18 and the Union of his/her decision three (3) days after such  
19 discussion.

20 **b.** The employee may waive this step if the issue does  
21 not directly involve the immediate supervisor and proceed to  
22 Step 2 in the procedure if he/she so desires.

### 23 **Step 2 (Written)**

24 If the grievance is not resolved satisfactorily, the employee  
25 or Union may submit the grievance, in writing, to the employee's  
26 immediate supervisor and/or Dean within seven (7) work days  
27 after receipt of the verbal decision. Issues not directly involving  
28 the immediate supervisor shall be submitted to the Director,  
29 Human Resources.

30 **a.** The immediate supervisor and/or Dean shall hear the  
31 grievance with the employee and his/her Union representa-  
32 tive or the Union within five (5) work days after the receipt of  
33 the grievance in writing.

34 **b.** Within five (5) work days after the hearing, the imme-  
35 diate supervisor and/or Dean shall inform the employee and  
36 Union, in writing, of his/her decision.

### 37 **Step 3 (Appeal)**

38 If the grievance is not resolved satisfactorily, the employee  
39 or the Union may appeal within ten (10) work days to the appro-  
40 priate Vice President.

41 **a.** Within ten (10) work days after the receipt of the

1 appeal the appropriate Vice President shall hold a hearing  
2 on the grievance.

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

5 **c.** Within ten (10) work days after the hearing, the appro-  
6 priate Vice President shall inform the employee and the  
7 Union in writing of his/her decision.

8 **Step 4 (Arbitration)**

9 If the grievance is not resolved satisfactorily, the Union may  
10 appeal within fifty (50) school days for arbitration. The provisions  
11 covering arbitration are as follows:

12 **a.** In the selection of an arbitrator, the Employer and  
13 Union shall meet in an effort to reach mutual agreement. If  
14 no agreement is reached within two (2) weeks after the ini-  
15 tial request for arbitration, then the arbitrator shall be select-  
16 ed as follows: The Employer and Union shall request a list  
17 of five (5) private arbitrators from the WERC. The Employer  
18 or the Union may reject the entire list and ask for a second  
19 (2nd) list to be furnished. However, neither the Employer nor  
20 the Union may reject more than one (1) list. When a list is  
21 agreed upon, the Employer and the Union shall then alter-  
22 nately strike names from the list, commencing with the party  
23 which loses a coin toss. The last person remaining upon  
24 such list shall be the arbitrator.

25 **b.** Each grievance shall be submitted to a separate  
26 arbitrator.

27 **c.** The decision and award of the arbitrator shall be in  
28 writing and shall set forth his/her opinions and conclusions  
29 on the issues submitted to him/her.

30 **d.** The decision and award of the arbitrator, if made in  
31 accordance with his/her jurisdiction and authority under this  
32 Agreement, will be accepted as final by the parties to the  
33 dispute and both parties will abide by it.

34 **e.** The sole function of the arbitrator shall be to determine  
35 whether there has been a violation of an expressed provi-  
36 sion of this agreement but he/she shall have no power to  
37 add to, subtract from, modify, or amend this Agreement.

38 **f.** The cost of arbitration shall be shared equally by the  
39 Board and the Union. Any additional costs for witnesses,  
40 transcripts, or counsel shall be borne by the requesting  
41 party.

**Article V — Wages**  
**Section 1 Paraprofessional Salary Schedules**

The hourly wage schedule effective July 1, 2006, shall be as follows:

Job Titles	Wage Schedule Effective July 1, 2006								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	SW
Academic Affairs Data Analyst	27.1968	28.5391	29.9466	31.4260	32.9779	34.6068	36.3165	38.1115	39.9936
Academic Support Specialist	24.6032	25.8169	27.1155	28.5011	29.9755	32.0549	33.6433	35.3229	37.0873
Alternate Delivery Technician	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810
Child Development Specialist	17.3367	18.2144	19.1339	20.0916	21.0842	22.1188	23.2330	24.3948	25.6037
Computer Installation Technician	16.0427	16.8784	17.7129	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236
Computer Network Administrator	28.9630	30.2335	31.5582	32.9421	34.3860	35.8942	37.4696	39.1138	40.8304
Computer Network Administrator Trainee	22.6412	23.7235	24.8958	26.1480	27.4810	28.9630	30.2335	31.5583	34.3860
Computer Operator	16.0427	16.8784	17.7129	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236
Computer Support Specialist	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Disability Specialist	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Editor	25.0376	25.7884	26.5624	27.3588	28.1797	29.0255	29.8962	30.7929	31.7166
Educational Assistant (30 Credits)	16.0427	16.8784	17.7129	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236
Educational Assistant (60 Credits)	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810
Educational Assistant (90 Credits)	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Electronics Specialist	24.3773	25.6401	26.8656	28.1619	29.4943	30.8655	32.0982	33.7317	35.2291
Employment Development Specialist	23.8346	25.0103	26.2682	27.6104	29.0386	31.0533	32.5920	34.2190	35.9283
Enrollment Management Data Specialist	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Financial Aid Specialist	24.6032	25.8169	27.1155	28.5011	29.9755	32.0549	33.6433	35.3229	37.0873

The hourly wage schedule effective July 1, 2006, shall be as follows:

Job Titles	Wage Schedule Effective July 1, 2006								SW
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Information Technology Consultant	27.1968	28.5391	29.9466	31.4260	32.9779	34.6068	36.3165	38.1115	39.9936
Instructional Media Specialist	19.4679	20.4864	21.5579	22.4506	23.4172	24.3836	25.4247	26.5400	27.8590
Librarian	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Library Technician	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810
Library Technician Audio-Visual	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810
Lithography Preparatory Technician	20.3230	21.3737	22.4471	23.5649	24.7387	25.9794	27.2426	28.6401	30.0821
Media Designer	21.5579	22.6710	23.7848	24.8980	26.0109	27.1242	28.2378	29.3515	30.4646
Media Designer Photo/Multimedia	19.4679	20.4864	21.5579	22.4506	23.4172	24.3836	25.4247	26.5400	27.8590
Nursing Center Assistant	25.0376	25.7884	26.5624	27.3588	28.1797	29.0255	29.8962	30.7929	31.7166
Offset Press Operator I	17.2154	18.0761	18.9815	19.9318	20.9379	21.9663	23.0729	24.2244	25.4430
Offset Press Operator II	20.3230	21.3737	22.4471	23.5649	24.7387	25.9794	27.2426	28.6401	30.0821
Paralegal	19.4679	20.4864	21.5579	22.4506	23.4172	24.3836	25.4247	26.5400	27.8590
Prepress Publishing Technician	20.3230	21.3737	22.4471	23.5649	24.7387	25.9794	27.2426	28.6401	30.0821
Senior Computer Installation Technician	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Senior Computer Support Specialist	27.1968	28.5391	29.9466	31.4260	32.9779	34.6068	36.3165	38.1115	39.9936
Sign Language Interpreter/ Communication Specialist	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Student Health Records Specialist (30 Credits)	16.0427	16.8784	17.7129	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236
Student Health Records Specialist (60 Credits)	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810
Student Health Records Specialist (90 Credits)	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810	28.9062	30.3229	31.7360
Student Services Specialist	24.6032	25.8169	27.1155	28.5011	29.9755	32.0549	33.6433	35.3229	37.0873
Telecommunications Specialist	18.6301	19.5490	20.5538	21.5527	22.6411	23.7236	24.8958	26.1481	27.4810
Workforce Development Specialist	23.8346	25.0103	26.2682	27.6104	29.0386	31.0533	32.5920	34.2190	35.9283

The hourly wage schedule effective July 1, 2007, shall be as follows:

Job Titles	Wage Schedule Effective July 1, 2007								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	SW
Academic Affairs Data Analyst	28.0807	29.4666	30.9199	32.4473	34.0497	35.7315	37.4968	39.3501	41.2934
Academic Support Specialist	25.4028	26.6559	27.9968	29.4274	30.9497	33.0967	34.7367	36.4709	38.2926
Alternate Delivery Technician	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741
Child Development Specialist	17.9001	18.8064	19.7558	20.7446	21.7694	22.8377	23.9881	25.1876	26.4358
Computer Installation Technician	16.5641	17.4269	18.2886	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946
Computer Network Administrator	29.9043	31.2161	32.5838	34.0127	35.5035	37.0608	38.6874	40.3850	42.1574
Computer Network Administrator Trainee	23.3770	24.4945	25.7049	26.9978	28.3741	29.9043	31.2161	32.5839	35.5035
Computer Operator	16.5641	17.4269	18.2886	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946
Computer Support Specialist	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Disability Specialist	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Editor	25.8513	26.8265	27.4257	28.2480	29.0955	29.9688	30.8678	31.7937	32.7474
Educational Assistant (30 Credits)	16.5641	17.4269	18.2886	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946
Educational Assistant (60 Credits)	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741
Educational Assistant (90 Credits)	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Electronics Specialist	25.1696	26.4734	27.7387	29.0772	30.4529	31.8686	33.1414	34.8280	36.3740
Employment Development Specialist	24.6092	25.8231	27.1219	28.5077	29.9824	32.0625	33.6512	35.3311	37.0960
Enrollment Management Data Specialist	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Financial Aid Specialist	25.4028	26.6559	27.9968	29.4274	30.9497	33.0967	34.7367	36.4709	38.2926

The hourly wage schedule effective July 1, 2007, shall be as follows:

Job Titles	Wage Schedule Effective July 1, 2007								SW
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Information Technology Consultant	28.0807	29.4666	30.9199	32.4473	34.0497	35.7315	37.4968	39.3501	41.2934
Instructional Media Specialist	20.1006	21.1522	22.2585	23.1802	24.1783	25.1761	26.2510	27.4026	28.7644
Librarian	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Library Technician	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741
Library Technician Audio-Visual	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741
Lithography Preparatory Technician	20.9835	22.0683	23.1766	24.3308	25.5427	26.8237	28.1280	29.5709	31.0598
Media Designer	22.2585	23.4078	24.5578	25.7072	26.8563	28.0057	29.1555	30.3054	31.4547
Media Designer Photo/Multimedia	20.1006	21.1522	22.2585	23.1802	24.1783	25.1761	26.2510	27.4026	28.7644
Nursing Center Assistant	25.8513	26.6265	27.4257	28.2480	29.0955	29.9688	30.8678	31.7937	32.7474
Offset Press Operator I	17.7749	18.6636	19.5984	20.5796	21.6184	22.6802	23.8228	25.0117	26.2699
Offset Press Operator II	20.9835	22.0683	23.1766	24.3308	25.5427	26.8237	28.1280	29.5709	31.0598
Paralegal	20.1006	21.1522	22.2585	23.1802	24.1783	25.1761	26.2510	27.4026	28.7644
Prepress Publishing Technician	20.9835	22.0683	23.1766	24.3308	25.5427	26.8237	28.1280	29.5709	31.0598
Senior Computer Installation Technician	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Senior Computer Support Specialist	28.0807	29.4666	30.9199	32.4473	34.0497	35.7315	37.4968	39.3501	41.2934
Sign Language Interpreter/ Communication Specialist	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Student Health Records Specialist (30 Credits)	16.5641	17.4269	18.2886	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946
Student Health Records Specialist (60 Credits)	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741
Student Health Records Specialist (90 Credits)	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741	29.8457	31.3084	32.7674
Student Services Specialist	25.4028	26.6559	27.9968	29.4274	30.9497	33.0967	34.7367	36.4709	38.2926
Telecommunications Specialist	19.2356	20.1843	21.2218	22.2532	23.3769	24.4946	25.7049	26.9979	28.3741
Workforce Development Specialist	24.6092	25.8231	27.1219	28.5077	29.9824	32.0625	33.6512	35.3311	37.0960

The hourly wage schedule effective July 1, 2008, shall be as follows:

Job Titles	Wage Schedule Effective July 1, 2008										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	SW		
Academic Affairs Data Analyst	28.9933	30.4243	31.9248	33.5018	35.1563	36.8928	38.7154	40.6290	42.6354		
Academic Support Specialist	26.2284	27.5222	28.9067	30.3838	31.9556	34.1723	35.8656	37.6562	39.5371		
Alternate Delivery Technician	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963		
Child Development Specialist	18.4819	19.4176	20.3979	21.4188	22.4769	23.5799	24.7677	26.0062	27.2950		
Computer Installation Technician	17.1024	17.9933	18.8830	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907		
Computer Network Administrator	30.8762	32.2306	33.6428	35.1181	36.6574	38.2653	39.9447	41.6975	43.5275		
Computer Network Administrator Trainee	24.1368	25.2906	26.5403	27.8752	29.2963	30.8762	32.2306	33.6429	36.6574		
Computer Operator	17.1024	17.9933	18.8830	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907		
Computer Support Specialist	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323		
Disability Specialist	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323		
Editor	26.6915	27.4919	28.3170	29.1661	30.0411	30.9428	31.8710	32.8270	33.8117		
Educational Assistant (30 Credits)	17.1024	17.9933	18.8830	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907		
Educational Assistant (60 Credits)	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963		
Educational Assistant (90 Credits)	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323		
Electronics Specialist	25.9876	27.3338	28.6402	30.0222	31.4426	32.9043	34.2185	35.9599	37.5562		
Employment Development Specialist	25.4090	26.6624	28.0034	29.4342	30.9568	33.1045	34.7449	36.4794	38.3016		
Enrollment Management Data Specialist	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323		
Financial Aid Specialist	26.2284	27.5222	28.9067	30.3838	31.9556	34.1723	35.8656	37.6562	39.5371		

The hourly wage schedule effective July 1, 2008, shall be as follows:

Job Titles	Wage Schedule Effective July 1, 2008								SW
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Information Technology Consultant	28.9933	30.4243	31.9248	33.5018	35.1563	36.8928	38.7154	40.6290	42.6354
Instructional Media Specialist	20.7539	21.8396	22.9819	23.9336	24.9641	25.9943	27.1042	28.2932	29.6992
Librarian	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323
Library Technician	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963
Library Technician Audio-Visual	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963
Lithography Preparatory Technician	21.6655	22.7855	23.9298	25.1216	26.3728	27.6955	29.0422	30.5320	32.0692
Media Designer	22.9819	24.1686	25.3559	26.5427	27.7291	28.9159	30.1031	31.2903	32.4770
Media Designer Photo/Multimedia	20.7539	21.8396	22.9819	23.9336	24.9641	25.9943	27.1042	28.2932	29.6992
Nursing Center Assistant	26.6915	27.4919	28.3170	29.1661	30.0411	30.9428	31.8710	32.8270	33.8117
Offset Press Operator I	18.3526	19.2702	20.2353	21.2484	22.3210	23.4173	24.5970	25.8246	27.1237
Offset Press Operator II	21.6655	22.7855	23.9298	25.1216	26.3728	27.6955	29.0422	30.5320	32.0692
Paralegal	20.7539	21.8396	22.9819	23.9336	24.9641	25.9943	27.1042	28.2932	29.6992
Prepress Publishing Technician	21.6655	22.7855	23.9298	25.1216	26.3728	27.6955	29.0422	30.5320	32.0692
Senior Computer Installation Technician	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323
Senior Computer Support Specialist	28.9933	30.4243	31.9248	33.5018	35.1563	36.8928	38.7154	40.6290	42.6354
Sign Language Interpreter/									
Communication Specialist	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323
Student Health Records Specialist (30 Credits)	17.1024	17.9933	18.8830	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907
Student Health Records Specialist (60 Credits)	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963
Student Health Records Specialist (90 Credits)	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963	30.8157	32.3259	33.8323
Student Services Specialist	26.2284	27.5222	28.9067	30.3838	31.9556	34.1723	35.9656	37.6562	39.5371
Telecommunications Specialist	19.8608	20.8403	21.9115	22.9764	24.1366	25.2907	26.5403	27.8753	29.2963
Workforce Development Specialist	25.4090	26.6624	28.0034	29.4342	30.9568	33.1045	34.7449	36.4794	38.3016

1     **Section 2 — Annual increment**

2     **A)** Full-time employees shall be granted one increment on the  
3     pay scale at the end of each year of service until they reach step  
4     eight (8) of their classification.

5     **B)** Part-time employees shall be granted one increment on the  
6     pay scale at the end of each four semesters of service until they  
7     reach step eight of their classification.

8     **Section 3 — Senior worker increment**

9     **A)** The full-time senior worker rate as shown above shall apply  
10    one (1) year after the employee has reached the maximum wage  
11    for his/her classification and has completed at least ten (10) years  
12    of service in the school.

13    **B)** The part-time senior worker rate as shown above shall  
14    apply four semesters after the employee has reached the maxi-  
15    mum wage for his/her classification and has completed at least  
16    forty semesters of service in the school.

17    **C)** For those employees who move from part-time status to full  
18    time status, the senior worker rate shall apply one (1) year after  
19    the employee has reached the maximum wage for his/her classi-  
20    fication and has completed at least ten (10) years of equivalent  
21    full time service in the school.

22    **Section 4 — Educational Assistants**

23         Employees shall be placed in Educational Assistant I, II, and  
24         III pay scale based on the numbers of credits earned (30, 60, 90  
25         respectively). Employees may move from Educational Assistant I  
26         to Educational Assistant II to Educational Assistant III based on  
27         earned credits, including in-service credits. Current employees  
28         will be immediately moved up based on numbers of credits. Cur-  
29         rent employees who don't have the required number of credits for  
30         their pay scale shall be grandfathered.

31    **A) Salary reclassification**

32    Following the completion of requirements for the new class, the  
33    new class shall be effective only if requested by an application  
34    and supported by appropriate documentation. If the application  
35    for reclassification is received by the fifth (5th) day of the term  
36    (each semester) and documentation is furnished as soon as it is  
37    available, the reclassification shall be effective at the beginning of  
38    that term. If the application is submitted after the fifth (5th) day of  
39    the term, the reclassification shall be effective at the beginning of  
40    the following term.

41    **B)** The existing pay scale for I's, II's, and III's will be utilized as  
42    the classes and steps for the new educational assistant position.

- 1     **C)** Earned credits shall:  
2         **1)** Require prior approval by supervisor.  
3         **2)** Relate to the individual's job responsibilities or profes-  
4         sional improvement which will support the mission state-  
5         ment of the college.  
6     **D)** MATC will not pay monies under the Occupational Growth  
7     Program to any paraprofessional utilizing those credits for reclas-  
8     sification.

9     **Section 5 — Special Needs**

10         Sign Language Interpreter/Communication Specialists who  
11         have received the RID Certification (CI — Certificate of Interpret-  
12         ation or CT — Certificate of Transliteration) and adhere to the  
13         RID Certification Maintenance Program shall receive an addition-  
14         al \$250.00 above their salary schedule on an annual basis.

15     **Section 6 — Substitute pay**

16         Substitution, i.e., taking over the duties or responsibilities of  
17         a teacher when assigned by the supervisor shall be compensat-  
18         ed in addition to the employee's regular pay at the following rates:

- 19     **A)** For one to seven working days on a cumulative basis:

20                 2006-07 = \$16.09 per class period

21                 2007-08 = \$16.61 per class period

22                 2008-09 = \$17.15 per class period

- 23     **B)** For more than seven working days on a cumulative basis  
24     but no more than two weeks:

25                 2006-07 = \$22.09 per class period

26                 2007-08 = \$22.81 per class period

27                 2008-09 = \$23.55 per class period

- 28     **C)** In subsequent years the substitution compensation will be  
29     increased on a schedule and amount according to the annual or  
30     semester increases agreed to for step increases.

- 31     **D)** When an employee is assigned to substitute in a class or  
32     classes for more than two weeks, the employee shall be paid at  
33     class and step for all periods from the beginning of the assign-  
34     ment, provided that the rate paid for such assignment shall not  
35     exceed the class and step rate nor be less than the employee  
36     would have received under Section 6 A) or B).

37     **Section 7 — Child Care Lead Worker**

38         The following agreement is made by MATC and AFT Local  
39         212 regarding the assignment and compensation of child devel-  
40         opment specialists and educational assistants who assume in-  
41         charge duties:

- 42         **1)** In-charge duties will be taken by full-time Child Devel-

1 opment Specialists and Educational Assistants (Child Care)  
2 on a continuing rotating basis by seniority. Beginning with  
3 the most senior at each center this person will serve for the  
4 duration of a calendar month (August, September, October,  
5 etc.). Recognizing that some of the centers operate only  
6 during the Fall and Spring semesters, the rotation will be  
7 continual from year to year to allow staff members equal  
8 opportunities to serve and be compensated proportionately.

9 **2)** Substitute in-charge duties will include coverage for all  
10 supervisor absences from the center not covered by the  
11 existing contract except lunch and breaks.

12 **3)** Any Child Development Specialists or Educational  
13 Assistant could choose not to participate at the start of a  
14 rotation. If all full time staff at a particular site refuse to  
15 assume Lead Worker duties, the duties will be designated to  
16 the least senior full time Child Development Specialist for  
17 the duration of a calendar month. Reverse seniority will be  
18 followed among all Child Development Specialists and Edu-  
19 cational Assistants at that site until a complete rotation is  
20 accomplished.

21 **4)** Child Development Specialists and Educational Assis-  
22 tants will be paid a \$1.00 per hour differential for any part of  
23 a day to three (3) days of absence. Beyond three (3) con-  
24 secutive days of absence the salary differential is \$2.00 per  
25 hour retroactive to the first day.

### 26 **Section 8 — Salary placement**

27 An employee who is promoted to another classification shall  
28 receive placement on the salary schedule at the next step higher  
29 such that the increment value of the employee's previous classi-  
30 fication movement is matched or exceeded. If the employee is at  
31 the top of his/her class, the employee shall move to the step in  
32 the new class that is matched or exceeded by the difference in  
33 the increment value of the previous step. The promoted employ-  
34 ee's anniversary date will be recognized from the date of  
35 promotion.

### 36 **Section 9 — Direct deposit**

37 The Board agrees to offer direct deposit of payroll checks on  
38 a voluntary basis to all employees at the time of the approval of  
39 this agreement.

40 The parties agree that the Local 212 Paraprofessionals will  
41 be represented on the committee to discuss Direct Deposit.

1     **Section 10 — Biweekly Salary Base**

2             Biweekly pay for all employees within Student Services  
3 Specialist, Reemployment Specialist, Employment Development  
4 Specialists, and Academic Support Specialists positions shall be  
5 based upon a thirty-eight and three quarter hour work week. All  
6 other biweekly, salaried positions will be based upon a forty hour  
7 work week.  
8

9     **ARTICLE VI — Holidays**

10    **Section 1 — Recognized holidays**

11             Employees will receive the following holidays with pay when  
12 they occur during the period the employee is working:

- 13    **A)** Independence Day  
14    **B)** Labor Day  
15    **C)** Thanksgiving Day  
16    **D)** Day after Thanksgiving Day  
17    **E)** Day before Christmas Day  
18    **F)** Christmas Day  
19    **G)** Day before New Year’s Day  
20    **H)** New Year’s Day  
21    **I)** Good Friday  
22    **J)** Memorial Day (last Monday in May) (Full-time only)  
23    **K)** Martin Luther King, Jr. Day  
24    **L)** 2 Flexible Holidays during recess period or scheduled work  
25        period (Full-time)  
26    **M)** 1 Flexible Holiday during a recess period or scheduled work  
27        period (Part-time)  
28

29    **Section 2 — Holiday rules**

30             If a holiday falls on a Saturday or Sunday, then provided that  
31 not less than sixty days’ advance notice is given to the Union, a  
32 general school closing may be scheduled within one week before  
33 or after such holiday, and the day of closing shall be treated as  
34 the holiday. If there is no school closing, the employee shall be  
35 permitted one (1) compensatory day off, such day to be selected  
36 with the approval of the supervisor. Flexible holidays may be  
37 selected by employees with the approval of the supervisor.  
38

39    **Section 3 — Holiday Rules for Part-time employees**

40             Any part-time paraprofessional who has an active assign-  
41 ment for the semester will have four hours of holiday pay marked  
42 on the time sheet for the holiday, regardless of how many hours

1 the person was scheduled to work on that day or even if the per-  
2 son was not scheduled to work at all on that day. The flexible hol-  
3 iday will also be paid as the equivalent of four hours pay, on the  
4 day which is chosen by the employee and approved by the super-  
5 visor. Work hours for the holiday pay period are not to be adjust-  
6 ed in any way to compensate for the holiday. The Christmas and  
7 New Year's holidays are to be marked on the time sheet for all  
8 persons with active assignments for the first and second  
9 semester.

10  
11 **ARTICLE VII — Benefits**

12 **Section 1 — Health insurance**

13 **A) Full-time Employees**

14 Through October 31, 2007, the Board agrees to provide and  
15 pay the full hospital, medical-surgical, and major medical insur-  
16 ance premiums for all eligible employees and their eligible  
17 dependents; thereafter, the board agrees to pay its share of the  
18 premium which shall be the difference between the cost of the  
19 plan and the employee premium contribution described herein.  
20 Effective November 1, 2007, employees will pay a contribution of  
21 \$27.50 per month for single coverage or \$55.00 per month for  
22 family coverage under the PPO plan ("High Level" PPO Plan  
23 effective January 1, 2008). Effective November 1, 2007, employ-  
24 ees will pay a contribution of \$32.50 per month for single cover-  
25 age or \$65.00 per month for family coverage under the HMO  
26 plan. All employees shall pay their share of the insurance premi-  
27 um through pre-tax payroll deductions in accordance with IRS  
28 regulations, unless they notify the District in writing to the con-  
29 trary. Additionally, the plan design changes outlined in Appendix I  
30 will become effective January 1, 2008. Effective January 1, 2008  
31 employees with coverage under the "Low Level" PPO shall not  
32 have employee contributions as set forth above.

33 **B) Part-time Employees**

34 Family or single coverage health insurance is available pro-  
35 vided the employee pays the monthly premium in advance. The  
36 single and family premium rates shall be the same as the rates paid  
37 by the full time paraprofessionals. Effective November 1, 2007, the  
38 Board agrees to pay forty-one percent (41%) of the cost of the  
39 highest single policy premium regardless of the plan or coverage  
40 (family or single) chosen by the employee. If the Board agrees to  
41 pay a higher percent of the cost of Health Insurance for part-time  
42 faculty, our part-time paraprofessional staff will also get the same.

- 1           **1)** Any dispute based upon a provider's expenses and  
2 carrier's level of coverage will be resolved between the  
3 provider and the carrier. The employee will be held harmless  
4 in such disputes and be provided full coverage unless it can  
5 be established that the employee intentionally elected  
6 health care procedures that were subject to reductions in  
7 coverage pursuant to the cost containment program.
- 8           (See attached chart and the current plan design in  
9 Appendix I and the Summary Plan Description effective Jan-  
10 uary 1, 2008, for full-time and part-time employees with  
11 health insurance coverage.)
- 12 **C)** The Board shall continue to pay its share of health insur-  
13 ance premiums while an employee is on any paid leave. After an  
14 employee's paid leave has been exhausted, the Board shall con-  
15 tinue to pay its share of the premium payments for a period of up  
16 to but not exceeding six (6) months. During such periods, the  
17 employee must pay the employee contribution described in Sec-  
18 tion 1 (A) and (B) above. Such employees may purchase an addi-  
19 tional twenty-four (24) months of coverage at group rates.
- 20 **D) 1)** Full-time employees' health insurance shall be contin-  
21 ued through the summer recess for those paraprofessionals  
22 employed for the previous semester. Effective January 1,  
23 2008, members will pay their annual premium contribution  
24 as set forth in Article VII, Section 1 (A) and (B) through a  
25 pre-tax payroll deduction divided equally among twenty pay-  
26 roll periods throughout a calendar year.
- 27           **2)** Part-time employees, at the employees' option, health  
28 insurance shall be continued through the summer recess  
29 for those paraprofessionals employed for the previous  
30 semester.
- 31 **E) 1)** Full-time employees. If an employee is laid off, health  
32 insurance coverage will be continued for an additional thirty  
33 (30) days. Such employees may purchase an additional  
34 twelve (12) months of coverage by paying the employee  
35 contribution described in Section (1) (A) above unless the  
36 employee is eligible for coverage as a result of employment  
37 with another employer.
- 38           **2)** Part-time employees. If an employee is laid off, health  
39 insurance coverage may be continued for an additional thir-  
40 teen months at the cost sharing levels referenced in Section  
41 (1) (B) above.
- 42 **F)** The current insurance coverage and benefits will not be

1 changed except by mutual agreement. The Board may change  
2 insurance carriers and enter into a replacement contract with any  
3 other qualified insurer or establish a self-administered plan  
4 provided:

5 **1)** The cost of any replacement plan/program shall be no  
6 greater to individual group members than prior to making  
7 the change.

8 **2)** That coverage and benefits of such replacement pro-  
9 gram shall be at least identical to the current coverage and  
10 benefits currently in effect for employees and retirees.

11 **3)** Prior to a substitution of carrier or implementing a self-  
12 administered plan, the Board agrees to provide the Union  
13 with a full sixty (60) days to review any new plan.

14 **4)** Any dispute arising out of an alleged failure of the  
15 Board to abide by the assurances contained in this section  
16 may be submitted directly to arbitration by the Union. The  
17 decision of the arbitrator shall be limited to the determina-  
18 tion of whether or not the substitute plan is in compliance  
19 with (1), (2), (3), (4), and (5) above, shall specifically identi-  
20 fy the lack of compliance and shall be final and binding in  
21 that respect. The arbitrator shall not have the authority to  
22 modify it in order to comply with the assurance of this sec-  
23 tion. Any such challenge shall be brought by the Union with-  
24 in a sixty (60) day period of review provided in (4) above. No  
25 substitute plan shall be implemented until the issues sub-  
26 mitted to arbitration have been resolved.

27 **G)** Local 212 Paraprofessionals agree to the following health  
28 plan changes effective January 1, 2008:

29 • A Patient Advocate/Community Health Coordinator pro-  
30 gram for active employees and employees retiring on or  
31 after January 1, 2008 in the "High Level" PPO Plan. No  
32 loss of benefits or increased costs in plan design for  
33 services to employees will result solely from the imple-  
34 mentation of the of the Patient Advocate/Community  
35 Health Coordinator Program.

36 • Discontinuance of the Humana Advantage HMO plan.

37 **H) Retiree Health Coverage**

38 The Board shall provide and pay its share of the health insur-  
39 ance premium as defined in Article VII, Sections I and J herein  
40 (including eligible dependent coverage, unless expressly exclud-  
41 ed herein) through the end of the month in which the retiree reach-  
42 es age sixty-five (65) for all eligible employees who retire:

1           **1)** between the ages of fifty-five (55) and fifty-nine (59),  
2 inclusive with at least fifteen (15) years of cumulative  
3 service; or

4           **2)** between the ages of sixty (60) and sixty-four (64),  
5 inclusive, with at least (10) years of cumulative service.

6           **I)** Full-time employees who meet the above criteria and retire on  
7 or before December 31, 2007 and provide Human Resources writ-  
8 ten notice of their retirement by October 15, 2007 will not be subject  
9 to premium contributions until they reach age sixty-five (65), nor  
10 shall such employees be subject to the plan design changes as  
11 described in Appendix I. Employees electing this option must work  
12 their complete regular schedule for the fall 2007 semester.

13           Full-time employees who meet the above criteria who retire  
14 on or before June 30, 2008 and provide Human Resources writ-  
15 ten notice of their retirement by January 1, 2008 will be subject to  
16 plan design changes as set forth in Appendix I, but will not be  
17 subject to premium contributions until they reach age sixty-five  
18 (65). Employees electing this option must work their complete  
19 regular schedule for the spring 2008 semester.

20           **J)** The Board shall provide and pay its share of the health  
21 insurance premium (including dependent coverage) as described  
22 in Article VII, Section 1 (A) through the end of the month in which  
23 the retiree reaches age sixty-five (65) for all eligible employees  
24 who retire on or after July 1, 2008 and who meet the require-  
25 ments described in Section H (1) and (2) as described above.  
26 Said retirees shall pay the health insurance premiums as  
27 described in Article VII, Section 1 (A) until they reach age sixty-  
28 five (65). Such employees will be subject to the plan design  
29 changes outlined in Appendix I.

30           **K)** Full-time employees who retire prior to age 65 shall pay the  
31 same contribution for health insurance that was in effect at their  
32 retirement until they reach age 65.

33           **L)** Eligible employees who retire as outlined in subparagraphs  
34 H (1) or H(2) above and who would have had fifteen (15) years of  
35 cumulative service at age sixty-five (65) if they had not retired  
36 earlier shall be eligible for health insurance benefits at age 65 to  
37 the same extent as employees who retire at age 65, as specified  
38 in the next sentence. For all eligible employees with a least fifteen  
39 (15) years of cumulative service who retire at age sixty-five (65)  
40 and desire to continue the regular health insurance program in  
41 effect for active employees less that portion covered by Medicare,  
42 the Board shall pay one-half the monthly premium and the retiree

1 shall pay one-half the monthly premium. The Board will review  
2 the possibility of additional MATC health plan offerings for  
3 Medicare-eligible retirees.

4 **M)** For purposes of this section, cumulative is understood to  
5 mean that a break in service does not disqualify an employee for  
6 eligibility if the break in service is for reason of layoff. Leaves of  
7 absence are not considered a break in service. Nonpaid leave  
8 time and layoff time shall not be counted toward cumulative  
9 service.

10 **N) Domestic Partner**

11 Effective January 1, 2008, MATC agrees to offer family  
12 health insurance coverage for same sex domestic partners for eli-  
13 gible employees (children of domestic partner excluded) in accord-  
14 ance with the provisions of Article VII, Section 1 (above) and  
15 subject to the coverage guidelines for domestic partner benefits.  
16 (guidelines available through Human Resources or the intranet  
17 on the Human Resources Online Forms page.

18 Employees retiring on or after July 1, 2006 shall be eligible  
19 for same sex domestic partner retiree health insurance (children  
20 of domestic partner excluded) in accordance with the provisions  
21 outlined in Article VII, Section 1 (above) and subject to the cover-  
22 age guidelines for domestic partner benefits, effective with the  
23 January 1, 2008 open enrollment period. Coverage for those eli-  
24 gible retirees is not retroactive. Employees retiring prior to July 1,  
25 2006 are not eligible for this benefit.

26 **Section 2 — Dental**

27 **A) Full-time employees**

28 **1)** The Board agrees to provide dental insurance for all  
29 eligible employees scheduled to work 1,040 hours or more  
30 annually, or who are regularly scheduled to work at least  
31 twenty (20) hours or more per week on a school year basis.  
32 The Board further agrees to pay the full dental insurance  
33 premium for employees with single dental coverage;  
34 employees with family dental coverage will pay 25% of the  
35 family dental premium (but not more than \$6.00 per month),  
36 with the Board to pay the balance.

37 **2)** Participation in the Dental plan is voluntary, however,  
38 employees will only be permitted to opt out and rejoin any  
39 MATC dental plan once, unless otherwise permitted by law.  
40 Employees with dependent coverage shall pay their share  
41 of the insurance premium through pre-tax payroll deduc-  
42 tions, unless they notify the District in writing to the contrary.

1           **3)** The Board shall continue to pay its share of the dental  
2 insurance premiums, at the same level described in Section  
3 2 (A) above, while an employee is on a paid leave of any  
4 kind. After an employee's paid leave has been exhausted,  
5 the Board shall continue premium payments for a period up  
6 to but not exceeding six (6) months. During such periods,  
7 employees with family dental coverage must pay the  
8 employee contribution described in Section 2 (A) above.  
9 Such employees may purchase an additional twenty-four  
10 (24) months coverage at group rates.

11           **4)** Dental insurance shall be continued through the sum-  
12 mer recess for those employees employed the previous  
13 semester. All employees with family dental coverage will  
14 pay the monthly contribution described in Article VII, Section  
15 2 (A) monthly, on a pro-rata basis, over the course of their  
16 regular work year schedule.

17           **5)** The Board reserves the right to select the insurance  
18 carrier.

19           **6)** If an employee is laid off, dental insurance coverage  
20 will be continued for an additional thirty (30) days. Such  
21 employees may purchase an additional sixty (60) days of  
22 coverage at group rates.

23 **B) Part-time Paraprofessionals**

24           **1)** Family or single coverage dental insurance is available  
25 provided the employee pays the monthly premium in  
26 advance. Employees desiring such coverage shall be obli-  
27 gated to sign for a minimum of one year of dental insurance.  
28 The single and family premium rates shall be the same as  
29 the rates paid by the full time paraprofessionals.

30           **2)** Effective January 1, 2008, employees will only be per-  
31 mitted to opt out and rejoin any MATC dental plan once,  
32 unless permitted by law.

33           **3)** In the case of an extended sick leave, an employee  
34 may purchase thirty months of coverage at group rates.

35           **4)** The Board reserves the right to select the insurance  
36 carrier.

37           **5)** If an employee is laid off, dental insurance coverage  
38 may be continued by the employee for an additional ninety  
39 (90) days at group rates.

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

1 **D)** The Board reserves the right to select the insurance carrier.  
2 The following is a summary of benefits provided under the indemnity plan:  
3

4  
5 **Schedule of TRADITIONAL (Non-DMO) Dental Benefits<sup>(8)</sup>**  
6

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

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(8) All percentages shown apply to "usual and customary charges."

(9) Not subject to deductible.

1 **E)** Effective January 1, 2008, MATC agrees to offer dental  
2 insurance coverage for same sex domestic partners for eligible  
3 employees (children of domestic partner excluded) in accordance  
4 with the provisions of Article VII, Section 2 and subject to the cov-  
5 erage guidelines for domestic partner benefits.

6 **F)** Full-time employees who retire(d) on or after July 1, 2006  
7 and have elected COBRA coverage as of their date of retirement  
8 shall be allowed to enroll in dental insurance coverage at group  
9 rates for eighteen (18) months after their COBRA eligibility  
10 expires. The Union shall not seek any dental premium contribu-  
11 tion from the District in any future contracts.

### 12 13 **Section 3 — Vision**

14 Effective January 1, 2008, employees and their eligible  
15 dependents covered by a health insurance plan under this con-  
16 tract, shall be eligible for one vision exam per plan year, and a  
17 total allowance of \$125.00 per plan year for hardware (frames  
18 and lenses, including contact lenses).

### 19 **Section 4 — Health Insurance Opt-Out**

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

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

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

36 **a)** The employee loses eligibility for coverage under the  
37 outside health plan for a reason other than failure to pay the  
38 required premiums.

39 **b)** The employee's dependent children lose eligibility for  
40 coverage under the outside plan for a reason other than fail-  
41 ure to pay the required premiums. (If a dependent child is  
42 over the age limit of the College health insurance plan, then

1 he/she will not be able to obtain coverage under the College  
2 health insurance plan.)

3  
4 It is the employee's responsibility to notify the College with-  
5 in the necessary timeframe should coverage elsewhere be  
6 cancelled.

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

9 Eligible employees who waive College health insurance and  
10 elect a cash payment shall be paid on a pro-rata monthly basis,  
11 less applicable taxes, over the 10-month academic year provided  
12 the employee is eligible for insurance from the College. Further,  
13 all such payments shall cease at such time the employment rela-  
14 tionship is severed for any reason, or if the employee begins cov-  
15 erage under the college's health insurance plan pursuant to one  
16 of the involuntary qualifying events as set forth above.

#### 17 **Section 5 — Life**

##### 18 **A) Full-time Paraprofessionals**

19 **1)** The Board agrees to provide and pay the full group life  
20 insurance premium for all eligible employees as currently  
21 provided. The following is a brief outline of the major  
22 provisions:

23 **a)** Amount equal to total annual earnings to next  
24 highest thousand.

25 **b)** Accidental Death — Principal sum doubled.

26 **c)** Dismemberment — According to the schedule.

27 **2)** The Board shall continue to pay life insurance premi-  
28 ums while an employee is on accumulated sick leave. After  
29 an employee's accumulated sick leave has been exhausted,  
30 the Board shall continue premium payments for a period of  
31 up to but not exceeding six (6) months. Such employees  
32 may purchase an additional twenty-four (24) months of cov-  
33 erage at group rates. The Company grants a waiver of pre-  
34 mium in cases of long-term disability.

35 **3)** Life insurance shall be continued through the summer  
36 recess for those employees employed for the previous  
37 semester.

38 **4)** If an employee is laid off, life insurance coverage will  
39 be continued for an additional thirty (30) days. Such employ-  
40 ees may purchase an additional twelve (12) months of cov-  
41 erage at group rates pursuant to conditions of the carrier or  
42 until the employee is eligible for coverage as a result of

1 employment with another employer, whichever is shorter.

2 **5)** The Board shall provide and pay the full life insurance  
3 premium for employees with fifteen (15) or more years of  
4 cumulative service who retire after age 55. The amount of  
5 insurance in effect will be in accordance with the District's  
6 group life insurance schedule.

7 **6)** The current insurance coverage will not be changed by  
8 the Board without agreement from the Union.

9 **B) Part-time Paraprofessionals**

10 **1)** The Board agrees to provide and pay the full group life  
11 insurance premium for all eligible employees as currently  
12 provided. The following is a brief outline of the major provi-  
13 sions:

14 **a)** Amount equal to \$10,000.

15 **b)** Accidental Death — Principal sum doubled.

16 **c)** Dismemberment — According to the schedule.

17 **2)** The Board shall continue to pay life insurance premi-  
18 ums while an employee is on accumulated sick leave.

19 **3)** Life insurance shall be continued through the summer  
20 recess for those employees employed for the previous  
21 semester.

22 **4)** The current insurance coverage will not be changed by  
23 the Board without agreement from the Union.

24 **Section 6 — Long-term disability — Full-time Paraprofessionals**

25 The Board agrees to provide long-term disability benefits to  
26 all eligible employees, with these major provisions:

27 **A)** 120-day waiting period

28 **B)** 90% of base salary

29 **C)** The benefits otherwise payable under subparagraph B)  
30 shall be reduced by payment from Worker's Compensation, pri-  
31 mary social security, disability retirement, and any other salary  
32 continuous plan paid entirely or partially by the Board.

33 **D)** Benefits payable to age 65.

34 **E)** This plan may be insured with a commercial carrier or be  
35 self-insured by the Board, but in either case the plan may contain  
36 such other terms, conditions, and requirements as are customar-  
37 ily in comparable commercial insurance plans.

38 **Section 7 — Section 125**

39 Beginning January 1, 1999 employees are eligible to partici-  
40 pate in a Section 125 Flexible Benefit Plan. This plan allows  
41 employees to pay for group insurance premiums, medical and  
42 dental expenses, child care and certain other expenses with pre-

1 tax dollars. Employees have the option to enroll each calendar  
2 year, and during enrollment must elect the amount of pre-tax dol-  
3 lars to be withheld from each payroll check. Employees will be  
4 reimbursed for the monies withheld on a pre-tax basis upon sub-  
5 mittal of receipts or statements for expenses not covered by  
6 insurance to the Plan Administrator. Employees will be notified on  
7 a regular basis of their Section 125 Flexible Benefit Plan account  
8 balances.

9 **Section 8 — Security**

10 MATC agrees to cover the amount of comprehensive  
11 deductible for any damages incurred by Local 212 members as a  
12 result of vandalism while cars are parked in any MATC parking  
13 area, up to a maximum of \$200.00 per occurrence.

14  
15 **ARTICLE VIII — Occupational liability coverage**

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

- 19 **A)** General liability  
20 **B)** Worker's Compensation

21  
22 **ARTICLE IX — Pension**

23 **Section 1 — Retirement system contribution**

24 The Board agrees to pay the full cost of the employee's con-  
25 tribution for employees who are members of the State of Wis-  
26 consin Retirement Fund or the Employees' Retirement System of  
27 the City of Milwaukee.

28 **Section 2 — Terminal pay**

29 One-half of unused accumulated sick leave, up to a maxi-  
30 mum of forty-eight (48) days of full pay, is to be used to continue  
31 the payment of health insurance premiums for the employee and  
32 his/her eligible dependents at the time of retirement (disability,  
33 early, or normal). The employee has the option to request (or in  
34 the event of the death of the employee, his/her designated bene-  
35 ficiaries shall receive) a lump sum payment equivalent to the total  
36 benefit less any payments made for the extended medical cover-  
37 age. The beneficiary designated under the Board's group life  
38 insurance plan shall receive the payment unless the employee  
39 has filed a different designation in writing with the Office of  
40 Human Resources.

41 **Section 3 — Definition of retiree**

42 A retiree shall be defined as an employee with 10 or more

1 years of service to MATC, who is age 55 or older, and who retires  
2 on an immediate annuity from the Wisconsin Retirement System.  
3 Employees with 10 or more years of service to MATC who  
4 become totally and permanently disabled and who qualify for a  
5 Wisconsin Retirement System disability annuity and therefore  
6 retire from MATC are also considered “retirees” under the terms  
7 of this agreement. Retirees may continue health insurance bene-  
8 fits on self-paid basis unless otherwise eligible for District paid  
9 benefits pursuant to Article VII, Section 1, F (1,2).

10 **Section 4 — Early retirement — Full-time Paraprofessionals**

11 An employee who has been employed by MATC for 10 or  
12 more years and who retires after attaining age fifty-five (55) and  
13 before attaining age sixty-five (65) shall:

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

20 **B)** Provide the Board written notice of planned early retirement  
21 at least 30 calendar days prior to the expected date of retirement.

22  
23 **ARTICLE X — Vacations**

24 **Section 1 — Eligibility**

25 **A)** Full-time employees shall be eligible for two (2) weeks of  
26 vacation after one (1) year of service, three (3) weeks of vacation  
27 after five (5) years, four (4) weeks after ten (10) years, and five  
28 (5) weeks after fifteen (15) years. Scheduling of vacations shall  
29 be subject to department work requirements and may be taken  
30 with supervisory approval.

31 **B)** Part-time employees will earn vacation hours according to  
32 the following formula found in Section 4 B.

33 **Section 2 — Choice**

34 An employee who works year round may take vacation any  
35 time of the year with supervisor/ coordinator approval. Employees  
36 who don’t work year round may take vacation during all non-stu-  
37 dent contact days with supervisor/coordinator approval. Employ-  
38 ees who do not work year-round may use accrued vacation  
39 outside of their work year. Vacation requests during direct student  
40 contact times are subject to supervisory approval. If a number of  
41 employees in any category select the same vacation time, and if  
42 the number must be limited, preference shall be given on the

1 basis of seniority in that classification.

2 **Section 3 — Vacation rules**

3 **A)** In case of the death of any employee, the unused vacation  
4 time of such employee shall be paid to employee's designated  
5 beneficiary.

6 **B)** If a holiday recognized under this Agreement occurs during  
7 the calendar weeks in which a vacation is taken, then the employ-  
8 ee's vacation period shall be extended an additional work day.

9 **C)** Employees who are laid off, discharged, retired, or other-  
10 wise separated from the service of the employer for any reason  
11 prior to taking their vacation shall be compensated in cash for  
12 the unused vacation they have accumulated at the time of  
13 separation.

14 **Section 4 — Procedure**

15 **A)** Earned vacation hours for full-time employees will be calcu-  
16 lated biweekly. Each biweekly pay report will reflect earned, used  
17 and the balance of vacation hours and will reflect vacation accru-  
18 al established in Article X, Section 1.

19 2 week level — each work hour equates to .038462 hours  
20 of earned vacation.

21 3 week level — each work hour equates to .057694 hours  
22 of earned vacation.

23 4 week level — each work hour equates to .076925 hours  
24 of earned vacation.

25 5 week level — each work hour equates to .096154 hours  
26 of earned vacation.

27 **B)** Part-time Employees

28 **Years of**

29 **Service Vacation**

30 0 - 8 each hour worked equates to .0266 hours of  
31 earned vacation

32 8 more each hour worked equates to .04 hours of  
33 earned vacation

34 This formula will go into effect July 1, 2002.

35 **C)** If vacation time is taken before June 30 of the year in which  
36 it is earned, then the amount allowed at the time should not  
37 exceed the amount earned. Vacation time cannot be taken before  
38 it is earned.

39 **D)** Vacation may be scheduled for a minimum of one (1) hour  
40 at a time.

41 **E)** Vacation accumulation may not exceed an amount twice an  
42 employee's annual vacation. The employee may use the vacation

1 in the year it is accumulated. If it is not used in the year of accu-  
2 mulation, it must be used by the following year. Vacation days  
3 may be postponed one subsequent year only when approved in  
4 advance by the President or his/her designee. An employee may  
5 not be granted additional pay in lieu of vacation days not taken.

6 **F)** An employee who becomes disabled for more than three (3)  
7 days during a vacation period may reschedule the vacation days  
8 lost providing this disability is supported by a doctor's statement.  
9

## 10 **ARTICLE XI — Leaves of absence**

### 11 **Section 1 — Sick leave**

#### 12 **A) Computation and Accumulation**

##### 13 **1) Full-time Employees**

14 **a)** All full-time employees shall earn fifteen (15)  
15 days of sick leave credit per year, with maximum full-  
16 time accumulation up to 150 days and with unlimited  
17 accumulation of one-half (1/2) day of sick leave for  
18 each accumulated full day unused over 150 days.  
19 Employees hired after September 1 of any year shall  
20 be credited with a proportionate amount based upon  
21 one and one-half (1-1/2) days of sick leave per each  
22 remaining school month to a maximum of fifteen (15)  
23 days of sick leave credit per year.

24 **b)** Employees who are regularly scheduled to work  
25 twenty (20) hours or more per week on a school year  
26 basis shall earn sick leave credit on prorated basis.

##### 27 **2) Part-time Employees**

28 **a)** All employees shall earn and accrue sick leave  
29 credit at the end of each semester worked with maxi-  
30 mum accumulation of 640 hours. The credit shall be  
31 equal to the average number of hours worked per  
32 week in the given semester.

33 **b)** Employees will accrue sick leave based upon  
34 their average hours of work per week per semester.  
35 There is no accrual in the summer.

#### 36 **B) Use**

37 A new employee shall have the right to use sick leave from  
38 his/her first day of employment. Each employee shall have the  
39 right to use his/her sick leave so credited for actual illness of him-  
40 self/herself or bona fide illness of his/her spouse, child, mother,  
41 and father; and mother-in-law and father-in-law only if residing  
42 with the employee.

1 Employees shall have the right to use their sick leave for the  
2 following additional reasons to a maximum of four (4) days per  
3 year:

- 4 **1)** Required attendance at court or probate proceedings;
- 5 **2)** Required attendance at a legal proceeding for the pur-  
6 chase or sale of a home in which the employee will reside;
- 7 **3)** Absence due to summoning by a governmental  
8 agency such as the Internal Revenue Service or Draft  
9 Board;
- 10 **4)** Absence due to the adoption of a child by the  
11 employee;
- 12 **5)** Absence due to the attendance at a funeral of a close  
13 friend, provided, however, that this time may not be used for  
14 the death of a relative;
- 15 **6)** Attendance at a funeral of another employee of the  
16 Board with approval of the Cabinet Division head;
- 17 **7)** Absence due to travel involved in funeral attendance;
- 18 **8)** Where religious discipline makes it mandatory upon  
19 the employee to desist from his/her daily occupation;
- 20 **9)** Absence to attend the graduation of a son or daughter  
21 from high school or an institution of higher learning; or
- 22 **10)** Attendance at conferences regarding the suspension  
23 of an employee's child (including stepchild, foster child or  
24 child in legal guardian status).
- 25 **11)** Employees may also use sick leave for absences of an  
26 emergency nature for which vacations cannot be scheduled  
27 in advance.

28 **C) Reports and Procedures**

29 Requests for the use of sick leave shall be on forms provid-  
30 ed by the Board. In any case other than personal illness, the  
31 employee must file a written explanation with the immediate  
32 supervisor as early as the circumstances reasonably permit and  
33 in advance of the absence whenever possible. With respect to  
34 any absence for personal and compelling reasons, the request  
35 must be approved by the immediate supervisor and such  
36 approval must be obtained in advance whenever possible.  
37 Requests of a confidential nature may be discussed with the  
38 immediate supervisor and if approved by the immediate supervi-  
39 sor, the employee will not be required to state in writing the  
40 detailed nature of the request.

41 **D) Notification of Accumulation**

42 Each employee will be informed of the status, as of August

1 31, of accumulated sick leave by November 1 of each year.

2 **Section 2 — Medical leave**

3 **A)** An employee, upon request, shall be granted a medical  
4 leave of absence for the period of time during which he/she is  
5 medically unable to perform their regular duties when such  
6 absence is expected to exceed two weeks. The employee will, at  
7 his/her option, be paid his/her salary per Article XI, Section 1 B)  
8 for lost time due to medical leave.

9 **B)** As soon as the employee knows that he/she will need a  
10 medical leave of absence, he/she is to notify the District, indicat-  
11 ing what the nature of the disability is or will be and the approxi-  
12 mate time he/she expects to begin and end his/her leave.

13 **C)** An employee shall provide a doctor's statement indicating  
14 the employee is medically unable to perform his/her duties and  
15 the approximate date the doctor believes the employee should  
16 again be medically able to perform his/her regular duties. When  
17 possible, the employee will provide a doctor's statement prior to  
18 commencing a medical leave.

19 **D)** If an employee expects to be medically unable to perform  
20 his/her duties for an extended period of time beyond the expect-  
21 ed return date he/she should notify the District, as per C) above.

22 **E)** Requests for medical leave of a confidential nature may be  
23 discussed with the immediate supervisor and, if approved by the  
24 immediate supervisor, the employee will not be required to state  
25 in writing the detailed nature of the request per B) and C) above.

26 **Section 3 — Childbirth related leave**

27 **A) Temporary Disability Leave**

28 Temporary Disability Leave will be granted for such period of time  
29 as may be medically necessary as established by satisfactory  
30 medical evidence. Temporary Disability Leave is treated in accord-  
31 ance with sick leave provisions of this contract.

32 **B) Child Rearing Leave**

33 Upon approval of the Board, which shall not be unreason-  
34 ably withheld, a leave of absence without pay shall be granted for  
35 child rearing immediately following the birth of a child, or the  
36 adoption of a child, for a period not to exceed six (6) months,  
37 commencing after any prior Temporary Disability Leave. An  
38 employee shall notify the Board as early as possible whether  
39 Child Rearing Leave is desired; however, the employee may  
40 change this designation at any time.

41 An employee on Child Rearing Leave shall be permitted to  
42 make the employee's and the Board's contribution to all benefits

1 requiring contributions. This shall be requested in writing before  
2 the leave begins, provided, however, that the Board shall notify  
3 the employee of such obligations.

4 Upon return from Childbirth Related Leave, an employee  
5 shall be credited for previous service and returned to a position  
6 retaining classification and pay rate.

7 The Board agrees to adhere to Federal and State Statutes.

8 **Section 4 — Military leave**

9 Federal and state laws will apply.

10 **Section 5 — Duty-incurred disability pay**

11 **A) Eligibility and payment**

12 Employees who sustain an injury, illness, or medical condi-  
13 tion while performing within the scope of their employment as  
14 provided by Chapter 102 of the Wisconsin Statutes (Workers'  
15 Compensation Act) shall receive full salary in lieu of Workers'  
16 Compensation payments for the period of time they may be tem-  
17 porarily totally or temporarily partially disabled because of said  
18 injury, illness, or medical condition, not to exceed one year of  
19 payments during a period not to exceed two years from the date  
20 of injury.

21 Nothing contained herein shall be construed as limiting the  
22 employee's right to further Worker's Compensation payments  
23 beyond the one-year limitation.

24 **B) Reimbursement**

25 Employees who receive a Worker's Compensation check  
26 for a duty-incurred disability shall receive their regular full pay  
27 from the Board after turning over to the Board the money they  
28 receive from Worker's Compensation for weekly payments.

29 **Section 6 — Paraprofessional leave**

30 **A) Definition**

31 Paraprofessional leave shall be defined as leave granted for  
32 attendance at conferences, conventions (including WFT conven-  
33 tions), workshops, institutes, school visitations, and other similar  
34 meetings which are related directly to the specific work assign-  
35 ments of the employee or are otherwise approved by the imme-  
36 diate supervisor.

37 **B) Allowance**

38 **1) Full-time employees**

39 Up to five (5) days of paraprofessional leave may be grant-  
40 ed during the year with approval of the immediate supervi-  
41 sor. One (1) day of unused paraprofessional leave may be  
42 carried over to the succeeding work year, in which case the

1 above limit of five (5) shall then be six (6).

2 **2) Part-time employees**

3 **a)** Paraprofessional leave shall be granted, with the  
4 approval of the immediate supervisor, according to  
5 semesters of employment based on the following  
6 schedule:

7 Semesters	8 Professional Leave
9 Employed	10 Hours
11 0-3	12 2
13 4-6	14 5
15 7-9	16 8
17 10 or more	18 10

19 Up to four hours of unused paraprofessional leave may  
20 be carried over to the succeeding work year.

21 **b)** A paraprofessional who has an insufficient para-  
22 professional leave balance for professional activity  
23 can take vacation and /or unpaid leave for the balance  
24 of the need for the professional activity.

25 **C) Request and approval**

26 Employees shall submit a request to their immediate super-  
27 visor thirty (30) days in advance of the meeting if possible. The  
28 supervisor shall respond to such requests within five (5) days.  
29 Supervisor shall consider potential benefits of such leave to the  
30 employee and to the school, the nature and value of the proposed  
31 meeting, and whether the absence of the employee will disrupt  
32 departmental needs.

33 **D) Coverage of work assignments**

34 Employees going on paraprofessional leave shall assist  
35 supervisors in arranging coverage or work assignments by other  
36 employees.

37 **E) Reports**

38 Employees granted professional leave shall share their  
39 experiences, in writing on District forms when requested, with  
40 their divisions or departments at the earliest possible time follow-  
41 ing the leave.

42 **Section 7 — Called conference**

**A)** Definition: A meeting called by a state or federal agency, or  
a meeting where attendance is requested by the employee's  
Cabinet Division Head, or a meeting where attendance is

1 requested by the employee.

2 **B)** Approval: The employee's Cabinet Division Head may  
3 approve such leaves.

4 **C)** Salary continuation and expenses: The employee's Cabinet  
5 Division Head may approve salary and /or appropriate expenses.

6 **D)** Reports: Employees who have attended a called confer-  
7 ence may be required by their supervisors to prepare a written  
8 summary of the meeting and upon return may be required to  
9 relate his/her experience to his/her department or division.

#### 10 **Section 8 — Union leave**

11 The Union may include an employee for one or more of the  
12 days of the Union leave, as provided in the Local 212 teacher  
13 contract.<sup>(10)</sup>

#### 14 **Section 9 — Bereavement leave**

15 **A)** Full-time employee's bereavement leave will be granted  
16 without deduction from sick leave. In the event of the death of an  
17 employee's spouse, child, mother, father, sister, or brother, leave  
18 with pay not to exceed three (3) days shall be granted.

19 In the event of the death of an employee's mother-in-law,  
20 father-in-law, grandparent, grandchild, sister-in-law, or brother-in-  
21 law, more than one (1) day of leave shall be approved by the Dis-  
22 trict Director.

23 In the event of the death of an employee's more distant rel-  
24 ative, leave with pay not to exceed one (1) day shall be granted.

25 **B)** Part-time employee's bereavement leave will be granted  
26 without deduction from sick leave. In the event of the death of an  
27 employee's spouse, child, mother, father, sister, or brother, leave  
28 with pay not to exceed twelve hours shall be granted.

29 In the event of the death of an employee's mother-in-law,  
30 father-in-law, grandparent, grandchild, sister-in-law, or brother-in-  
31 law, not more than four hours of leave shall be approved by the  
32 District Director.

33 In the event of the death of an employee's more distant rela-  
34 tive, leave with pay not to exceed four (4) hours shall be granted.

#### 35 **Section 10 — Sabbatical Leave**

36 Whenever employees desire leave to continue their profes-  
37 sional studies and improve themselves as employees, they may  
38 be granted sabbatical leave under the following conditions:

39 **A)** The employee must give one and one-half (1-1/2) semes-

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(10) Refer to Appendix D.

- 1     ters' notice in writing to his/her immediate supervisor of his/her  
2     request for such a leave, designating the start and end date of  
3     said leave and stating the nature of the program of professional  
4     improvement that he/she contemplates pursuing, and how this  
5     program will support the mission statement of the College. Pref-  
6     erence shall be given to requests for two (2) semesters or for one  
7     (1) full year's sabbatical.
- 8     **B)** The employee must have worked as a full-time employee or  
9     rendered equivalent professional services at MATC for six (6) out  
10    of the previous eight (8) years including the year preceding sab-  
11    batical leave. Years worked prior to a sabbatical may not be  
12    counted toward the required number of years for a subsequent  
13    sabbatical.
- 14    **C)** The employee must sign a promissory note and a written  
15    agreement to return to work after his/her leave is completed and  
16    to work at least one (1) year thereafter or refund his/her entire  
17    sabbatical leave pay.
- 18    **D)** A leave shall be granted when recommended by the Presi-  
19    dent and confirmed by the Board. Requests will be responded to  
20    one (1) semester prior to leave.
- 21    **E)** Sabbatical leave with pay shall not be granted for:
- 22        **1)** less than one (1) semester; or  
23        **2)** more than one (1) full year.
- 24    **F)** Such leave shall be subject to the following financial  
25    arrangements:
- 26        **1)** The employee shall be paid at the rate of sixty percent  
27        (60%) of his/her previous years salary, plus any step incre-  
28        ment and any annual salary increment.  
29        **2)** Salaries shall be paid on the same schedule as that of  
30        the regular employees.
- 31    **G)** Sabbatical leave shall be limited to two (2) Paraprofession-  
32    al per semester; and any unused teacher's sabbatical if available.
- 33    **H)** Paraprofessionals seeking to extend their period of study  
34    while on leave after their rights under sabbatical leave have been  
35    exhausted shall, by March 15th or October 15th, make applica-  
36    tion to their immediate supervisor for extended leave without pay.  
37    Approval must be obtained as in D) above.
- 38    **I)** An employee on paid sabbatical leave shall continue to  
39    receive fringe benefits, excluding sick leave, with continuing sen-  
40    iority during the period he/she is on leave. An employee on unpaid  
41    leave shall have the right to make his/her own and the Board's  
42    regular contribution to all benefits requiring such contributions.

1 **J)** If the sabbatical leave is for the purpose of attending school,  
2 employees must take: 1) at least the normal full-time load for their  
3 program, or 2) an approved program as recognized by the Exec-  
4 utive Vice President.

5 **K)** Part-time Paraprofessionals may apply for the one(1) Para-  
6 professional sabbatical leave, if it is unused.

7 **Section 11 — Other leaves without pay**

8 **A)** Upon written request, an employee may be granted leave  
9 without pay. Such leaves, for good and sufficient reasons, may be  
10 granted at the discretion of the employee's Cabinet Division  
11 Head. If such leave extends beyond thirty (30) days, it must have  
12 the approval of the President and be subject to confirmation by  
13 the Board.

14 **B)** The period of time for which such leaves are granted shall  
15 not exceed one (1) year except as provided in Article XI, Section  
16 10 E) below.

17 **C)** An employee on such leave shall, if he/she so desires, be  
18 permitted to make his/her own and the Board's regular contribu-  
19 tion to all benefits requiring such contributions.

20 **D)** An employee's prior seniority rights shall be retained and  
21 applied upon return to his/her position.

22 **E)** An employee who accepts a limited term teaching position  
23 or a specially funded teaching position in the teacher's bargain-  
24 ing unit shall be granted a leave of absence for up to three (3)  
25 years subject to the following limitations:

26 **1)** An employee who accepts a specially funded teaching  
27 position shall be eligible for up to three (3) one year leaves  
28 of absence. The leave of absence shall be renewed annual-  
29 ly by the employee. If funding for the position is terminated  
30 during the term of the leave of absence, the employee shall  
31 return immediately to his/her position in the paraprofession-  
32 al bargaining unit when the funding ends.

33 **2)** An employee who accepts a limited term teaching  
34 position of one semester or more shall be granted leave for  
35 the duration of the limited term position.

36 **3)** An employee granted leave under the provisions of  
37 Article XI, Section 11 E) 1) or 2) shall return to his/her posi-  
38 tion in the paraprofessional bargaining unit with his/her prior  
39 paraprofessional seniority rights in effect on the date of  
40 return. He/she shall receive credit for time spent on the  
41 leave of absence provided under Article XI, Section 11 E) for  
42 purposes of salary placement.

1           **4)** An employee hired from outside the paraprofessional  
2 bargaining unit to fill paraprofessional vacancy created by a  
3 leave of absence granted under Article XI, Section 11 E)  
4 shall not have the right to bump any other employee, but  
5 may apply for transfer under the provisions of Article III,  
6 Section 8. The last sentence of Article III, Section 8 B) shall  
7 not apply to such employees. If such employee has worked  
8 for three consecutive years, at the beginning of his/her  
9 fourth consecutive year of employment, he/she shall no  
10 longer be covered by Article XI, Section 11 E) 4), but shall  
11 be covered by all other provisions of this agreement.

12 **Section 12 — Return after leave**

13 **A)** An employee returning from leave shall be restored to the  
14 status held at the time the leave was granted.

15 **B)** An acceptable certificate of health from a physician shall be  
16 required upon return from sick leave, childbirth related leave, mili-  
17 tary leave, or duty-incurred disability leave.

18

19 **ARTICLE XII — Employee files and evaluation**

20 **Section 1 — Employee files**

21 **A)** The employee shall have the right to examine the contents  
22 of his/her personnel file. All materials, except credentials from  
23 colleges and inquiries and reference letters, shall be available to  
24 the employee and, upon the written authorization of the employ-  
25 ee, to representatives of the Union.

26 **B)** The employee shall have the right to answer and/or to qual-  
27 ify such material or report filed, and said answer shall be attached  
28 to the material in the file.

29 **C)** Employees shall be permitted to have included in their file  
30 any material which they feel is pertinent to their professional  
31 career, performance as an employee, and personal qualifications.

32 **Section 2 — E-Mail, Internet and Electronic Privacy**

33       The parties recognize that while the employer provides the  
34 hardware and software, the employee has a legitimate expecta-  
35 tion of privacy in electronic mail, Internet or computer records.  
36 There shall be no clandestine monitoring of e-mail, Internet or  
37 computer records. MATC may only access or disclose private  
38 e-mail or other electronic records for good cause. MATC will  
39 immediately notify the employee that records will be accessed. In  
40 cases where prior notice is prohibited by legal authority, the  
41 employee shall be notified as soon as possible that records have  
42 been accessed.

1     **Section 3 — Employee evaluation**

2     **A)** Employee evaluation procedures are recognized to be a  
3 cooperative effort between the employee and his/her immediate  
4 supervisor with the express purpose of achieving excellence in  
5 the area of effective and purposeful job performance.

6     **B)** To achieve these results the following steps shall be  
7 initiated:

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

10        **2)** In the case of an unsatisfactory evaluation, a confer-  
11 ence between the employee and the immediate supervisor  
12 shall be initiated immediately by the supervisor.

13        **3)** In the case of an unsatisfactory report, the employee  
14 shall have the right to submit written comments to be  
15 attached to the supervisor's report.

16        **4)** It shall be the responsibility of the supervisor to assist  
17 the employees in their development in every reasonable  
18 way.  
19

20     **ARTICLE XIII — Fair practice**

21        The Board and Union recognize that it is the established  
22 policy of both parties that they shall not discriminate against any  
23 employee on the basis of race, creed, national origin, sex, sexu-  
24 al orientation, age, political affiliation, or membership in or asso-  
25 ciation with any employee organization, in compliance with state  
26 and federal statutes.  
27

28     **ARTICLE XIV — Safety and health**

29        The Board shall make reasonable provisions for the safety  
30 and health of its employees while in the pursuit of their duties. All  
31 employees are expected to cooperate to the best of their ability in  
32 the prevention of accidents to themselves, fellow employees, and  
33 students.

34        The Board will provide one (1) pair of safety glasses (includ-  
35 ing prescription) for employees in certain programs agreed to by  
36 the parties, when eligible employees submit a current prescription  
37 to the Office of Human Resources. The agreed list of employees  
38 covered by the above shall be maintained in the Office of Human  
39 Resources.

40        The Board will furnish replacement safety glasses (including  
41 prescription) when the original glasses are not reasonably usable  
42 because of wear or damage occurring on the job. In the event that

1 new glasses are needed because of a prescription change, such  
2 glasses will be furnished by the Board no earlier than two years  
3 from the date the original or replacement glasses were provided.  
4 All such replacements must have prior approval by the Board.  
5

## 6 **ARTICLE XV — Union activities**

### 7 **Section 1 — Meetings**

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

### 14 **Section 2 — Dues checkoff**

15 The Board shall, without charge, deduct Union dues and  
16 special assessments from the salary of each employee who  
17 authorizes such deductions by signing an appropriate form. Dues  
18 deduction may be terminated by the employee’s giving sixty  
19 (60) days’ written notice to the Union or upon termination of  
20 employment.

### 21 **Section 3 — Collective bargaining committee**

22 Each bargaining committee shall limit the numbers in atten-  
23 dance at bargaining sessions to a maximum of five (5) members.  
24 However, a reasonable number of consultants shall be allowed to  
25 assist in negotiating sessions, provided the bargaining chairper-  
26 sons notify each other in advance.

27 Up to five (5) members of a bargaining committee of the  
28 Union shall be extended released time to participate in negotia-  
29 tions when such sessions are scheduled during the regular  
30 workday.  
31

## 32 **ARTICLE XVI — Fair share agreement**

### 33 **Section 1 — Membership**

34 Membership in the Union is not compulsory. An employee  
35 may join the Union and maintain membership therein consistent  
36 with its constitution and bylaws. No employee will be denied  
37 membership because of race, color, creed, or sex. This Article is  
38 subject to the duty of Wisconsin Employment Relations Commis-  
39 sion to suspend the application of this Article wherever the Com-  
40 mission finds that the Union has denied an employee  
41 membership because of race, color, creed, or sex.

1     **Section 2 — Representation and fair share**

2             The Union will represent all of the employees in the bar-  
3     gaining unit, members and nonmembers, fairly and equally, and  
4     therefore all such employees shall pay their proportionate share  
5     of the costs of the collective bargaining process and contract  
6     administration by paying an amount to the Union equivalent to the  
7     uniform dues required of members of the Union.

8     **Section 3 — Fair share deduction**

9             The Board agrees to deduct from the earnings of the  
10     employees affected by this Agreement the amount of dues certi-  
11     fied by the Union as the amount uniformly required of those mem-  
12     bers working in job classifications covered by this Agreement.  
13     The Board shall pay the amount so deducted to the Union on or  
14     before the end of the month in which deduction is made. The  
15     Union shall rebate to nonmembers who object to deduction of the  
16     full amount of Union membership dues, any amounts over and  
17     above the cost of contract administration and negotiations. When  
18     possible, such rebate shall be made prior to the deduction of uni-  
19     form membership dues from such employees. However, the pay-  
20     roll deduction shall be the same for all bargaining unit employees.

21             The Union shall provide employees who are not members of  
22     the Union with an appeal mechanism within the Union which is  
23     consistent with the requirements of state and federal law and  
24     which will allow those employees to challenge the fair share  
25     amount certified by the Union.

26     **Section 4 — Hold harmless**

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

31             Local 212 and WFT Paraprofessionals do hereby indemnify  
32     and shall hold the Milwaukee Area Technical College Board  
33     harmless against any and all claims, demands, suits, or other  
34     forms of liability including court costs that shall arise out of or by  
35     reason of action taken or not taken by the Board, which Board  
36     action or nonaction is in compliance with the provisions of this  
37     agreement and in reliance on any list or certificate which has  
38     been furnished to the Board pursuant to this Article, provided that  
39     such claims, demands, suits, or other forms of liability shall be  
40     under the exclusive control of the Union and its attorneys.

41     **Section 5 — Effective date**

42             This Section shall become effective in the first month fol-

1     lowing the submission of written notice from the Union to the  
2     board as to the dues required of members of the Union.

3  
4     **ARTICLE XVII — Tuition reimbursement (program fees)**

5     The Board shall reimburse employees for tuition (program  
6     fee) charges for courses taken by the employees at MATC or any  
7     other accredited educational institution subject to the following:

8     **A)** Effective July 1, 2008, shall not exceed \$411 per semester.  
9     Thereafter, increases in tuition reimbursement shall become  
10    effective on July 1 of each year and be based on the wage/salary  
11    percentage increase negotiated for that year. Part-time parapro-  
12    fessional tuition reimbursement shall not exceed one half of the  
13    amount noted above for full-time paraprofessionals.

14    **B)** Shall be made only for courses in which the employee  
15    achieves a passing grade of C or higher.

16    **C)** The course must relate to current job duties or to a reason-  
17    able promotion objective within the bargaining unit. Requests for  
18    approval of courses for reimbursement shall be made to the  
19    immediate supervisor before the employee commences the  
20    course.

21    **D)** All courses shall be taken outside of working hours.

22  
23    **ARTICLE XVIII — Paraprofessional occupational growth**  
24    **incentive program**

25    As a means to promote occupational growth, Paraprofes-  
26    sional staff will be eligible to receive incentive payments for the  
27    successful completion of approved credit activities. Credit activi-  
28    ties and their related credit value are delineated in the Credit  
29    Guidelines chart. (See subparagraphs C) and D) below)

30    To be eligible to receive incentive payments for credit activi-  
31    ties, the following procedures must be followed:

32    **A)** Employees submit an Occupational Growth Proposed  
33    Approval Request Form to their supervisor detailing the credit  
34    activity, the projected credit value, and a statement describing  
35    how the credit activity will promote occupational growth.

36    **B)** Supervisor verifies activity which can promote occupational  
37    growth and is directly related to the employee's occupational  
38    area.

39    **C)** Credits will be equated as follows:

40    **1)** One Continuing Education Unit (CEU) equals ten (10)  
41    hours.

- 1           **2)** Four Continuing Education Units (CEU) or forty (40)  
2 hours equals one Continuing Education Credit (CEC).
- 3           **3)** Only whole credits will apply.
- 4           **4)** Hours in excess of whole credits may be accumulated  
5 and combined with other activities for occupational growth.
- 6 **D)** To allow for incentive payment, standards for credit eligibil-  
7 ity must be satisfied.
- 8           **1)** Credits must be earned on the individual's personal  
9 time. The supervisor is under no obligation to alter sched-  
10 ules to accommodate the individual's needs.
- 11           **2)** Credits earned from accredited institutions, including  
12 CEU's or CEC's, must be directly related to the employee's  
13 assignment. Graduate credits must be at a grade of B or  
14 higher and undergraduate credits must be at a grade of C or  
15 higher.
- 16           **3)** MATC Staff Development Activities are available as in-  
17 service to promote occupational growth. MATC employees  
18 do not pay registration fees and are awarded credits as  
19 follows:
- 20           **a)** Paraprofessional staff are eligible to participate in  
21 Faculty Certification Requirement activities which are  
22 offered in structured classes and require a project to  
23 earn two (2) credits for each requirement.
- 24           **b)** Staff Development activities are offered in struc-  
25 tured classes for individual interest or for specified  
26 credit with completion of a project approved by the  
27 supervisor and may be taken as part of the Occupa-  
28 tional Growth program.
- 29           **4)** Occupational training directly related to the employ-  
30 ee's assignment is applicable for credits awarded on CEU's  
31 and CEC's basis. The training must be sponsored by a rep-  
32 utable organization, such as a vendor, manufacturing firm,  
33 or technical association; conducted by a qualified trainer;  
34 guided by clear objectives; and in a setting appropriate to  
35 formal training.
- 36 **E)** Occupational Incentive Payments.
- 37           **1)** Each credit shall have a value of \$77.80 as of July 1,  
38 2008. Thereafter, increases in each credit for occupational  
39 growth incentive shall become effective on July 1 of each  
40 year and be based on the wage/salary percentage increase  
41 negotiated for that year. Part-time paraprofessional occupa-

1 tional growth incentive payments shall not exceed one half  
2 of the amount noted above for full-time paraprofessionals.  
3 Application may be submitted upon completion of course  
4 work — but must be submitted within one year of  
5 completion.

6 **2)** Payment is due within one month of application being  
7 submitted to Human Resources.  
8

9 **ARTICLE XIX — Tuition Waiver — MATC District Classes**

10 Any paraprofessional who meets course prerequisites may  
11 enroll in any MATC program or non-program course and have all  
12 tuition waived contingent upon successful course completion as  
13 described below, if the class does not reach capacity. This waiver  
14 will not include any materials fees. If the class occurs during  
15 the employee's working day, the employee must obtain prior  
16 approval from his or her supervisor and arrange compensatory  
17 work hours. The following are conditions for tuition waiver:

18 **1)** Courses for waiver must be MATC courses that are at  
19 the 100, 200, or 300 level. Enrichment courses are not waiv-  
20 able. Each course must have a separate waiver form.

21 **2)** Eligibility for participation will be on a first-come, first-  
22 served basis. Date of submission of information showing  
23 that course tuition is waived and material fees have been  
24 paid will be the basis of eligibility. Submission of the tuition  
25 waiver application and payment of fees is a prior step in the  
26 tuition waiver process.

27 **3)** Waiver will be for tuition only and will be contingent  
28 upon the successful completion of a course. Successful  
29 completion involves official documentation of the receipt of  
30 a minimum grade of C.

31 **4)** Official grade report or transcripts showing the final  
32 grade or satisfactory completion must be received by the  
33 Human Resources Division within one semester after  
34 the course ends, or full payment of tuition will be due  
35 immediately.

36 **5)** Employees who do not complete courses or who  
37 receive an unsatisfactory grade shall remit full payment of  
38 tuition immediately.

39 **6)** All coursework and related homework must be done  
40 on the employee's own time.

41 **7)** Employees who leave MATC service prior to complet-  
42 ing waivable coursework shall remit full payment of tuition

1 immediately.

2 **8)** New employees will not be eligible for this program  
3 until they have completed six months of service.

4 **9)** Paraprofessionals will not be considered as also qual-  
5 ifying for tuition reimbursement under Article XVII if this  
6 option is exercised, but will qualify for promotion as  
7 described in Article 5, section 4, of this agreement, if prior  
8 approval is granted by his/her immediate supervisor. Super-  
9 visor approval is to be based upon whether or not the  
10 course is judged relevant to the employee's current assign-  
11 ment or career objectives.

12 **10)** An employee who has a course paid for by a grant or  
13 scholarship source other than MATC is not eligible for  
14 MATC's Tuition Waiver Program.

15 **11)** Effective beginning 1/1/2002

16  
17 **ARTICLE XX — Saving clause**

18 If any provision of this Agreement is or shall at any time be  
19 contrary to state or federal law, then such provision shall not be  
20 applicable or performed or enforced except to the extent permit-  
21 ted by law. In the event that any provision of the Agreement is or  
22 shall be at any time contrary to law, all other provisions shall con-  
23 tinue to be in effect. The articles in this Agreement supersede and  
24 override items in individual agreements, contracts, or employee  
25 manuals.

26 The Board agrees that it will make no changes in existing  
27 policies which are in conflict with this Agreement.  
28

29 **ARTICLE XXI — Contract term, termination, and**  
30 **modification procedures**

31 **Section 1 — Term**

32 This Agreement shall be binding on both parties from July 1,  
33 2006, through June 30, 2009.

34 **Section 2 — Negotiations**

35 Negotiations for the subsequent Agreement will commence  
36 no later than March 1, 2009, at which time both parties' propos-  
37 als shall be submitted in writing. It is the intent of both parties to  
38 arrive at an agreement by May 1, 2009, in order that the Board  
39 may budget accordingly.


40 **Section 3 — Amendments/waivers**

41 This Agreement can be altered during its term only by mutu-  
42 al consent of the parties. Such amendments shall be in writing


1 and subject to the same ratification procedures as this agree-  
2 ment. Waivers in specific instances may be agreed upon by the  
3 Board and the Union, and will be signed by the President or  
4 designee and Union President. The parties to this Agreement  
5 have had the unlimited right to make proposals on any matter not  
6 removed by law from collective bargaining; all understandings  
7 arrived at are set forth in the Agreement; and the parties waive  
8 the right and shall not be obligated to bargain collectively on any  
9 matter for the life of this Agreement.

SIGNATURES

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



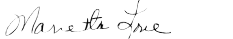
Michael Rosen  
President, Local 212



Frank Shansky  
Director, Labor Relations



Edward Putnam  
President, Local 212 Paraprofessionals



Marietta Love  
5<sup>th</sup> Vice President, Local 212 Paraprofessionals



Jason Matthews  
Bargaining Committee



James Johnson  
Bargaining Committee



Josie Schnook  
Bargaining Committee



Terry Dulberger  
Bargaining Committee

Jon Olson, Bargaining Committee  
(unavailable for signature)

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



Bobbie R. Webber  
MATC Board Chairperson



Darnell E. Cole  
MATC President



Daniel B. McColgan  
Director, Labor Relations

1 **APPENDIX A — Health Insurance Cost Containment Programs**

2 **I. Pre-Certification Program**

3 Employees are required to contact the Health Care Coordi-  
4 nator when hospitalization is proposed as treatment for a non-  
5 emergency condition. The employee or employee representative  
6 will provide the attending physician's name and telephone num-  
7 ber, name of the hospital, the proposed date of admission and  
8 any related information concerning medical condition and physi-  
9 cian's diagnosis. The Health Care Coordinator may provide coun-  
10 seling in exploring treatment alternatives to hospitalization.  
11 However, the employee has no obligation to comply with the  
12 coordinator's recommendation.

13 In the event of a medical emergency which requires treat-  
14 ment in a hospital, the employee or employee representative will  
15 contact the Health Care Coordinator within 48 hours of hospital-  
16 ization if possible. The employee will provide the same information  
17 as required for nonemergency treatment. All information given to  
18 the Coordinator shall remain strictly confidential and shall not be  
19 given to the employer without consent of the employee.

20 Once the employee has notified the Health Care Coordina-  
21 tor of the proposed hospitalization, the employee's obligations  
22 under the Pre-Certification Program have been met. Failure of  
23 the employee to notify the Health Care Coordinator of the pro-  
24 posed hospitalization will result in benefits being reduced to 50%  
25 of regular benefits up to a maximum \$500 payment by the  
26 employee per hospitalization.

27 The Health Care Coordinator and the attending physician  
28 will work together to determine the appropriate treatment, to  
29 establish the length of stay if hospitalization is required, to con-  
30 duct a concurrent utilization review during hospitalization, and to  
31 provide discharge planning to assure that the length of stay is  
32 appropriate and medically necessary.

33 **II. Prohibition of Non-emergency Weekend Admissions:**

34 Except in emergencies, hospital admission will not be  
35 authorized on Friday afternoon or Saturday. If nonemergency  
36 admission occurs on those days, the hospital charges will not be  
37 paid. Highlights:

- 38 • Does not exclude charges or ancillary expenses.
- 39 • Does not exclude other surgical-medical expenses cov-  
40 ered under the plan (medical admissions).
- 41 • Room and board charges are NOT excluded if surgery is  
42 performed on Saturday or Sunday (the day following surgery).

- If admitted on Friday or Saturday with weekend surgery scheduled, and surgery is delayed in order to stabilize patient (medical necessity), regular benefits would be paid.

### **III. Second Opinion Surgery**

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

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

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

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

### **IV. Home Hospice Care**

Hospice Care is an optional program for treatment of the terminally ill patient. A program of Hospice Care must meet medically acceptable standards of quality and sound principles of health care administration. (See Summary Plan Description.)

### **V. Medical Bills Review Incentive**

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

The District agrees to the above concept; however, the specifics as to eligibility for payment and/or limitations will be detailed pursuant to the carrier's standard language for such programs.

This program (V) will continue until such time as the District contracts a service which provides "Provider expense for care review."

## **APPENDIX B — Memoranda of Understanding**

The Union and the District will form the following joint committee. The Union and District will appoint each of their members to the committee. Both parties shall have the right to have ex-officio members serve on the committee. Representatives on the committee shall be from departments in which the paraprofessional classifications are utilized.

### **Committee of July 2001 — Evaluation/Coaching Committee**

The parties agree to establish a joint committee to evaluate the effectiveness of the evaluation/coaching system during the

1 term of this collective bargaining agreement. Local 212 will be  
2 represented by the 5th and 7th vice-presidents and both grievance  
3 representatives.

4  
5 **Continuation of Committee of July 1998 — 26 Paycheck**  
6 **Option**

7 MATC and Local 212 will discuss the viability of the twenty-  
8 six paycheck option.

9  
10 **APPENDIX C — Part-time Paraprofessional Modifications**

11  
12 **ARTICLE I — Recognition**

13 **Section 6 — Meetings and Materials**

14 **A)** Unless the needs of a particular department conflict, a min-  
15 imum of one (1) employee shall be allowed to and paid for atten-  
16 dance at departmental or divisional meetings that are scheduled  
17 for full-time paraprofessionals. In the event that such a meeting  
18 involves more than one campus, the above stated “one employ-  
19 ee” shall mean a minimum of one employee per campus. What  
20 employee attends shall be decided by a seniority based rotation  
21 system approved by the employees in each department.

22 **B)** Employees shall have the opportunity to participate in the  
23 advisory formation of policy in relation to their department and  
24 division. Divisional and departmental policy and procedure  
25 manuals and subsequent revisions shall be distributed in the  
26 same manner in which they are distributed to full-time  
27 paraprofessionals.

28  
29 **ARTICLE III — Hours and Working Conditions**

30 **Section 1 — Work week**

31 **A)** The employees’ regular work week shall be directly related  
32 to their division and shall normally not exceed five consecutive  
33 days. Hours shall be fixed at the time of hiring allowing for a three  
34 hour range (i.e. 15-17 hours per week, 7-9 hours per week, etc.)  
35 The range may be exceeded only for a four week period of time  
36 in a semester and only for unforeseen circumstances. Other than  
37 for the previously noted exception, hours which exceed the range  
38 shall be noticed and filled through the process described in Arti-  
39 cle III, Section 8.

40 **B)** Child Development Specialists and Educational Assistants  
41 (Child Care) will be scheduled for work hours based upon need.

1 Any disputes regarding work schedules shall be decided by using  
2 seniority.

3 **C)** During the four (4) weeks of peak time prior to both the fall  
4 and spring semesters, the weekly 19 hour range of part-timers  
5 can be increased provided the total hours worked for the fiscal  
6 year do not exceed 1040.

7  
8 **ARTICLE III — Hours and working conditions**

9 **Section 8 — Vacancy/transfer procedure**

10 **A)** The Board, through Human Resources, will post any vacan-  
11 cy for which it will accept applications. The posting shall be for a  
12 minimum of ten days and include job title, department, location,  
13 number of hours, and starting date. The Union will be sent a copy  
14 of all postings for vacancies within the bargaining unit. Employ-  
15 ees on layoff will be sent notices of all posted positions/hours to  
16 address of record. Pursuant to Article III, Section I, increases in  
17 hours shall be filled according to the listing process. The terms of  
18 Article III, Section 8 (A)(2) of the full-time provisions of this con-  
19 tract shall apply.

20 **B)** The most senior qualified employees applying for a vacan-  
21 cy in the same job title shall receive the position/hours.

22 In the event that the vacancy is not filled by an employee in  
23 the same job title, a qualified employee, as described in Section  
24 8(C) below, applying for a vacancy in the same job classification  
25 category shall receive the position. For purposes of this section  
26 there shall be seven classification categories;

- 27 **1)** Educational Assistant  
28 Disability Specialist  
29 Nursing Center Assistant  
30 Student Health Records Specialist  
31 Sign Language Interpreter/Communication Specialist  
32 **2)** Librarian  
33 Library Technician  
34 Library Technician/Audio-Visual  
35 **3)** Student Service Specialist  
36 Academic Support Specialist  
37 Workforce Development Specialist  
38 Paralegal  
39 Employment Development Specialist  
40 Financial Aid Specialist

- 1           **4)** Media Designer
- 2           Instructional Media Specialist
- 3           Photographer/Multimedia
- 4           Editor
- 5           **5)** Child Development Specialist
- 6           **6)** Information Technology Consultant
- 7           Electronics Specialist
- 8           Academic Affairs Data Analyst
- 9           Alternate Delivery Technician
- 10          Enrollment Management Data Specialist
- 11          Computer Installation Technician
- 12          Computer Network Administrator
- 13          Computer Network Administrator Trainee
- 14          Computer Operator
- 15          Computer Support Specialist
- 16          Data Base Administrator
- 17          Senior Computer Installation Technician
- 18          Senior Computer Support Specialist
- 19          Telecommunication Specialist
- 20          **7)** Offset Press Operator
- 21          Lithographic Preparatory Technician
- 22          Prepress Publishing Technician

23 **C)** After transfer requests from within the job title have been  
 24 honored, the following shall apply: most senior qualified employ-  
 25 ee applying for a vacancy in the same classification category  
 26 shall receive the position. Thereafter, employees outside the clas-  
 27 sification category who apply will be considered. Where qualifica-  
 28 tions are substantially equal, the most senior qualified employee  
 29 shall receive the position.

30 **D)** For vacancies in the full-time paraprofessional bargaining  
 31 unit where no full-time paraprofessional has rights to the position,  
 32 qualified applicants shall be provided an interview with the appro-  
 33 priate supervisor.

34       **1)** All part-time employees interested in the full-time posi-  
 35 tion shall file an application with Human Resources.

36       **2)** For exempt vacancies each qualified applicant shall be  
 37 accorded a personal interview with the recommending  
 38 agent. The District may limit the number of bargaining unit  
 39 employees to be interviewed to five. However, three out of  
 40 the five must be the most senior.

41       **3)** At least 50% of full time paraprofessional vacancies  
 42 occurring in a fiscal year will be filled by the most senior

1 qualified part-time paraprofessional applying for the posi-  
2 tions (non exempt); provided that any full-time paraprofes-  
3 sional vacancies which have qualified applicants who have  
4 at least five year of seniority, must be filled by the most sen-  
5 ior qualified applicant and cannot be designated as an  
6 exempt position

7 **E)** If request is denied, the applicant may request the reasons  
8 for the denial in writing.

9 **F)** The Human Resources Division will post vacancies for a  
10 minimum of ten days. In situations where a vacancy is not creat-  
11 ed, but an increase in hours is, then the following procedure will  
12 be followed:

13 **1)** MATC will maintain a list of all part-time positions in the  
14 bargaining unit including the location of the position, the  
15 department, the classification, and the general summary of  
16 hours and normal employment schedule of the position. The  
17 list will be updated twice annually.

18 **2)** Employees will indicate their interest in positions/hours  
19 that may become available on forms that are provided by  
20 Human Resources.

21 **3)** Increases in hours will be filled utilizing the forms  
22 submitted. There will not be postings for additional hours  
23 available.

24 **4)** Increases in hours will be filled by seniority, in the clas-  
25 sification, by those meeting minimum qualifications and indi-  
26 cating an interest.

27 **5)** Vacant positions shall be first considered an increase  
28 in hours if one employee could absorb the position without  
29 going over the maximum hours in the representation clause.

30 **6)** Vacant positions/hours shall be filled by qualified  
31 employees who have indicated an interest, in the following  
32 order: employees on layoff, most senior in classification,  
33 and finally the most senior outside the classification.

34 **7)** There is no prohibition on employees having two dif-  
35 ferent classified positions if they can absorb the position  
36 without going over the maximum hours in the representation  
37 clause.

38

39 **ARTICLE III — Hours and working conditions**

40 **Section 9 — Vacancy/transfer procedure (Part-time)**

41 The Human Resources Division will post vacancies for a  
42 minimum of ten days. In situations where a vacancy is not creat-

1 ed, but an ongoing increase in hours is, then the following proce-  
2 dure will be followed. (Exception will be made for Child Care posi-  
3 tions which are covered by Appendix E.)

4 **1)** Vacant positions shall be considered an increase in  
5 hours if one employee could absorb the position without  
6 going over the maximum hours in the representation clause.

7 **2)** Any increase in hours will be offered by the supervisor  
8 to the qualified individuals, by seniority, in the job title at the  
9 campus and in the department where the additional hours  
10 exist.

11 **3)** If the above outlined steps have been exhausted, the  
12 supervisor will post the position.

### 13 **ARTICLE III — Hours and working conditions**

#### 14 **Section 15 — Seniority**

15 **A)** Seniority, insofar as general benefits such as length of vaca-  
16 tion time and similar considerations are concerned, shall date  
17 from the initial continuous employment date of the employee and  
18 shall be equal to the number of semesters worked by the employ-  
19 ee. Previous temporary or terminal periods of employment are  
20 not counted in this computation unless these are part of the con-  
21 tinuous employment described above.

22 **B)** Seniority, insofar as considerations relating to transfer, lay-  
23 off, and recall are concerned, shall be determined from the date  
24 of entry into the Local 212 bargaining unit and shall be equal to  
25 the number of semesters worked by the employee unless other-  
26 wise agreed upon by the District and the Union due to circum-  
27 stances such as the inclusion of non-represented positions into  
28 the bargaining unit. When the number of semesters is found to be  
29 the same, then the date of hire will be the tie-breaker. If the dates  
30 of hire are the same, then the tie-breaker will be determined by  
31 the last four numbers of each person's social security number  
32 (rank order, highest to lowest).

33 **C)** Effective with the Fall 2007 semester, for the purposes of A)  
34 and B) above, a minimum of one hundred and twenty-five (125)  
35 hours must be earned in a semester (January 1 to June 30, or  
36 July 1 to December 31) to earn seniority credit for that semester.

37 **D)** For the period extending from January 1, 2004 through the  
38 end of the Spring 2007 semester, for purposes of A) and B)  
39 above, a minimum of one hundred (100) hours must have been  
40 earned in a semester to earn seniority credit.

41 **E)** For purposes of A and B above, a minimum of thirty-six (36)  
42

1 hours must have been earned in the semester extending from  
2 July 1 to December 31, 2003 to have earned seniority credit for  
3 that semester.

4 **F) Time spent out of the bargaining unit:**

5 **1)** If a unit member should leave the unit to take a non-  
6 unit position within

7 **2)** MATC and later return to the unit, his/her seniority date  
8 shall be adjusted to reflect only the time spent as a member  
9 of the unit.

10 **3)** A person who took a non-represented position must  
11 wait eighteen months to retain his/her previous bargaining  
12 unit seniority, unless the duration of the non-represented  
13 position was less than six (6) months.

14 **4)** A bargaining unit member who teaches as a substitute  
15 for less than one semester shall be paid as set forth in Arti-  
16 cle V, Section 6, and shall remain a member of the part-time  
17 paraprofessional bargaining unit. A bargaining unit member  
18 who accepts a full-time teaching position that lasts or is  
19 expected to last one semester or more shall become a  
20 member of the teachers' bargaining unit for the entire dura-  
21 tion of the teaching assignment.

22 **G)** In September of each year, the Board, through the Office of  
23 Human Resources, shall provide the Union with a list of employ-  
24 ees within the bargaining unit by job title/position, department,  
25 campus, date of initial continuous employment, and date of  
26 employment in the employee's present job title/position. Seniority  
27 lists shall also indicate date of employment in other job  
28 title/positions in which the employee has worked from the initial  
29 continuous employment date of the employee.

30  
31 **APPENDIX D — Excerpts from Local 212 Teachers Contract**

32  
33 **ARTICLE I, Section 3 — District Meetings**

34 "The President and not more than two (2) additional admin-  
35 istrative representatives shall meet regularly with the president  
36 of the Union and not more than two (2) additional Union  
37 representatives, by mutual agreement as to time and place, to  
38 discuss matters of educational policy and development but not to  
39 discuss grievances nor to negotiate proposed changes in this  
40 Agreement."

1     **ARTICLE I, Section 4 — Faculty Committees**

2             “It is agreed that on any committee of the faculty, existing or  
3 newly created, the President and the Union shall each appoint  
4 one-half (1/2) of the members. In the case of existing committees,  
5 new appointments shall be made as vacancies occur.  
6

7     **ARTICLE IX, Section 9 — Union Leave**

8             **a) “With Pay”**

9             “The Board shall make available to the Union a total of  
10 sixteen (16) days annually for leave for business which is deter-  
11 mined to be mutually beneficial to the Union and the Board. The  
12 Union President may designate the use of up to nine (9) of such  
13 days without the approval of the President, provided that the pro-  
14 priety of the purpose of such use may be disputed by the admin-  
15 istration through the usual contract procedures as defined under  
16 absences for personal and Compelling Reasons. The designation  
17 of the use of the remaining seven (7) days shall be by mutual  
18 agreement of the Union President and President. In every case,  
19 whether or not the agreement of the President is required, the  
20 designation by the Union President shall be submitted to the  
21 President as early as reasonably practicable. The President (a)  
22 shall affirm his/her mutual agreement to the designation, or (b)  
23 shall neither agree to not dispute the designation by the Union  
24 President, such response to be made prior to the date of the  
25 leave if reasonably practical. Such employee time includes but is  
26 not limited to appearances at legislative hearings, service on  
27 study committees outside the regular responsibility of the school,  
28 and representation on civic commissions where the scheduled  
29 meetings occur during the regular work day.”  
30

31             **b) “Without Pay”**

32             “The Union shall be entitled to designate three (3) del-  
33 egates to the AFT annual national convention, each of whom may  
34 take two (2) non-student contact days leave without pay to attend  
35 such convention. The employees intending to take leave without  
36 pay shall give reasonable advance notice to the administration  
37 but such leave shall not require approval. The availability of such  
38 leave without pay shall not in any manner affect whether leave for  
39 the AFT national convention may also qualify for union leave  
40 under subsection (a) above or for unpaid leave under Section 9  
41 below (of the teacher’s contract).”

1     **APPENDIX E — Child Development Specialist Schedule**

2             In the context of the following procedures for increases and  
3 decreases of hours, the term work group is defined as the cam-  
4 pus-planning group that the employee is assigned to as estab-  
5 lished by enrollment at the beginning of each semester. The  
6 planning group is one of the following listed groups, or a combi-  
7 nation thereof established to meet the childcare needs at a par-  
8 ticular campus: Infant, Toddler I, Toddler II, Toddler III, Early  
9 Preschool, Preschool, and School Age. All employees will be  
10 assigned to one planning group.

11  
12             The procedures concerning an increase in hours at a Child  
13 Care Center are as follows:

- 14         **1.** An increase in hours that will be allotted by a work  
15 group of child development specialists will be an increase of  
16 up to nine hours per week. Larger increases (more than  
17 nine hours per week) will involve a formal posting. The post  
18 will be posted first on the campus where the increase in  
19 hours is needed, and then district-wide.
- 20         **2.** The increase in hours (nine or less) will be divided  
21 among the work group employees where the increase in  
22 hours is occurring. This will be done on a consensus basis  
23 if possible, with seniority being the determining factor if a  
24 consensus agreement can not be reached. The new sched-  
25 ule requires review by the Coordinator to insure licensing  
26 and accreditation standards are met.
- 27         **3.** If the increased work hours can not be accommodated  
28 by the work group, then other staff in the Center can  
29 assume the increase, again by consensus and then  
30 seniority.
- 31         **4.** If the increased work hours can not be accommodated  
32 by the Center, then specialists from another campus center  
33 can assume the hours on a seniority basis. An employee will  
34 have to assume all the hours available.
- 35         **5.** If the increased work hours can not be accommodated  
36 by existing child development specialists, then the hours will  
37 become a posted position for other bargaining unit employ-  
38 ees and new hires.

39  
40             Intra-campus transfers will be limited to one per employee  
41 per semester. Transfers are defined as applying for a posting

1 which covers a greater number of hours than can be accommo-  
2 dated by the process described above under “increase in hours.”

3

4 The procedures concerning a decrease in hours at a Child  
5 Care Center are as follows:

6 1. Any decrease in work hours of nine hours or less per  
7 week will be assumed by the work group where the  
8 decrease in hours is occurring. This will be done on a con-  
9 sensus basis if possible, with seniority being the determin-  
10 ing factor if a consensus agreement can not be reached.  
11 The new schedule requires review by the Coordinator to  
12 insure licensing and accreditation standards are met.

13 2. Any decrease in work hours greater than nine hours  
14 per week will be assumed in that Center. This will be done  
15 on a consensus basis if possible, with seniority being the  
16 determining factor if a consensus agreement can not be  
17 reached. The new schedule requires review by the Coordi-  
18 nator to insure licensing and accreditation standards are  
19 met.

20 3. In a situation in which the decrease in hours eliminates  
21 at least one third of the hours of the child development spe-  
22 cialist in the work group, the least senior person in the work  
23 group can bump the least senior person in the Center (if the  
24 person in the initial work group is not the least senior person  
25 in the Center) and assume that person’s hours. If the hours  
26 of the least senior person in the Center can not or will not be  
27 assumed by the person from the work group, then the  
28 bumping process will go no further.

29 4. If there are assignment hours remaining in the original  
30 work group, then they will be offered to the least senior per-  
31 son in the Center who was bumped. If the least senior per-  
32 son in the Center does not take the hours, then they will go  
33 to the work group following the procedure for increases in  
34 hours described above.

35 5. The least senior person at the Center who was  
36 bumped has the right to bump the least senior child devel-  
37 opment specialist in the District.

38

### 39 **APPENDIX F — Sick Leave Incentive Plan**

40

41 The incentives for non-use of sick leave, with an implemen-  
42 tation date of January 1, 2002, are as follows:

1 For full-time employees:

2 **A)** Four (4) hours of time credited to an employee's com-  
3 pensatory account if zero (0) hours of sick time are used in  
4 a semester during the calendar year. July 1 to December 31  
5 or January 1 to June 30. Employees can earn four (4) hours  
6 compensatory time for each semester for which they receive  
7 credit determined annually.

8 **B)** Two (2) hours of time credited to an employee's com-  
9 pensatory time account if sixteen (16) hours or less are  
10 used in a semester.

11  
12 For part-time employees:

13 **A)** One (1) hour credited to an employee's compensatory  
14 account if zero (0) hours of sick leave are used in a semes-  
15 ter during the calendar year. Employees can earn one (1)  
16 hour compensatory time for each semester for which they  
17 receive credit, determined annually.

18  
19 To be eligible, full-time and part-time employees must be on  
20 the MATC payroll as of January 1 of the calendar year. Compensatory  
21 time will be credited on the second paycheck in February  
22 for hours awarded for the preceding calendar year.

## 23 **APPENDIX G — I.T. Standby/On Call**

### 24 **Section 1 — Standby/On-Call**

25 **1)** When the Employer requires that an employee must  
26 be available for work and be able to respond or report in  
27 less than one (1) hour, the employee shall be compensated  
28 on the basis of a fee of twenty dollars (\$20.00) for each  
29 eight (8) hour period or portion thereof for which the employ-  
30 ee is in standby/on-call status.

31 **2)** Employees who are called on weekends, unscheduled  
32 workdays or during hours outside their own normal working  
33 day for outage-problem assessment or resolution, shall  
34 receive one standby/call-back fee for each eight (8) hour  
35 period.

36 **3)** The Employer will make reasonable effort to distribute  
37 the standby/on-call duties among all qualified employees.

38 **4)** Employees in Standby/On-Call status are also entitled  
39 to the terms of Section 2 Call-Back Pay.

40 **5)** Additional Employees who may become involved in  
41 the support of a Standby/On-call problem/resolution are  
42

1 also entitled to the terms of Section 1 Standby/On-Call (1/1).

2 **Section 2 — Call-Back Pay**

3 **1)** Employees called back for duty or called in on the  
4 employee's time/day off will be guaranteed an amount equal  
5 to two (2) hours of pay if such duty is shorter than two (2)  
6 hours in duration.

7 **2)** Employees who are contacted while not formally in  
8 Standby/On-Call status are also entitled to the compensa-  
9 tion outlined in Section 1 Standby/On-Call.

10

11 The specific policies governing the I.T. Standby/On-Call  
12 shall be produced jointly by Local 212 and MATC.

# APPENDIX H-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 H-2 2008-2009 — 175-DAY SCHOOL YEAR CALENDAR

## First Semester

### AUGUST 2008

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

### SEPTEMBER 2008

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

### OCTOBER 2008

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

### NOVEMBER 2008

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

### DECEMBER 2008

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

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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

◆	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 H-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

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15

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

## Second Semester

### JANUARY 2010

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

### FEBRUARY 2010

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

### MARCH 2010

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

### APRIL 2010

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

### MAY 2010

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

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

## APPENDIX I

## 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 VII, Section 3), one vision exam per plan year and an allowance of \$125 per plan year for hardware, frames and lenses, including contact lenses.

##### 31. Hearing Exams

\$15 co-pay per office visit.

##### 32. Hearing Aids

100% of usual and customary charges, once each 36-month period.

#### HEALTH COUNSELING/ PHYSICAL FITNESS

##### 33. Health Counseling

\$15 co-pay per office visit.

##### 34. Physical Fitness Programs

\$100 per person, \$300 per family reimbursement for classes or health club memberships.

#### APPLICABLE TO ALL PLANS

##### 35. Lifetime Maximum

Unlimited.

##### 36. Dependent Coverage

Dependent children covered from birth through the earlier of the end of the month they marry or the end of the calendar year they become 25, if receiving more than 50% of their support from the subscriber. Same-sex domestic partners can be included (with tax consequences). Dependents of partner not eligible.

## BENEFITS EFFECTIVE JANUARY 1, 2008

### MATC PPO — High Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

For each eligible plan member (see Article VII, Section 3), one vision exam per plan year and an allowance of \$125 per plan year for hardware, frames and lenses, including contact lenses.

Not covered.

Not covered.

Not covered.

Not covered.

Unlimited.

Dependent children covered from birth through the earlier of the end of the month they marry or the end of the calendar year they become 25, if receiving more than 50% of their support from the subscriber. Same-sex domestic partners can be included (with tax consequences). Dependents of partner not eligible.

### MATC PPO — Low Benefit Level

*Services may be provided by any qualified health care practitioner — more paid when in-network providers used.*

For each eligible plan member (see Article VII, Section 3), one vision exam per plan year and an allowance of \$125 per plan year for hardware, frames and lenses, including contact lenses.

Not covered.

Not covered.

Not covered.

Not covered.

Unlimited.

Dependent children covered from birth through the earlier of the end of the month they marry or the end of the calendar year they become 25, if receiving more than 50% of their support from the subscriber. Same-sex domestic partners can be included (with tax consequences). Dependents of partner not eligible.

## COMPARISON OF HEALTH INSURANCE

Humana Premier HMO

**BENEFIT**

*Services must be provided by Premier network providers.*

**37. Wellness and Disease  
Management Programs**

## **BENEFITS EFFECTIVE JANUARY 1, 2008**

### **MATC PPO — High Benefit Level**

***Services may be provided by any qualified health care practitioner — more paid when in-network providers used.***

Health risk assessment, disease classification, stratification, education, and personal disease manager for chronically ill participants. Wellness benefits/incentives for those who participate.

### **MATC PPO — Low Benefit Level**

***Services may be provided by any qualified health care practitioner — more paid when in-network providers used.***

Health/Care Coordinator service available (through Quantum Health) on voluntary basis for those who seek assistance with wellness-related activities.

*These comparisons describe MATC's benefit programs in general terms. These benefits are subject to the terms and conditions of the master contracts between MATC and the administrators of these plans.*

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## NOTES

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