

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 316 **Language** English **Country** United States **State** WI

Union AFT (American Federation of Teachers) AFL-CIO

Local 6100

Occupations Represented
Teachers—postsecondary

Bargaining Agency Madison Area Technical College

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2002

Source <http://www.ptunion.org/ptcontract.html>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

between

MADISON AREA

TECHNICAL COLLEGE

and

MATC PART-TIME

FACULTY UNION

LOCAL 6100, AFT, WFT, AFL-CIO

July 1, 2000 through June 30, 2002

PREAMBLE

This collective bargaining agreement was made and entered into by and between the Board of Madison Area Technical College District (hereinafter "College," "Board," or "Employer") and the MATC Part-Time Teachers' Union, Local 6100, WFT, AFT, AFL-CIO (hereinafter the "Federation" or "Union").

ARTICLE I — Board Responsibility

It is the responsibility of the Board to administer the schools within the district in accordance with Wisconsin Statutes, Chapter 38, and in conformance with the Constitution and Laws of the State of Wisconsin and the Constitution and Laws of the United States of America.

ARTICLE II — Recognition and Scope

Section A – Recognition

1. The Board recognizes the Union as the sole and exclusive bargaining representative of all part-time teachers in Madison Area Technical College District as defined below:

2. Part-time teachers are professional employees employed by the Board falling into one of the following categories:

a. Teachers teaching less than fifty (50%) of a normal teaching schedule; or

b. Counselors working less than half of a normal counselor's schedule.

(Re: WERC Certification of Representative. Case 83 No. 52492 ME-3455 Decision No. 28655-A, April 11, 1996)

3. Part-time teacher does not, however, include teachers teaching exclusively 600 level courses nor administrative, supervisory, managerial or confidential employees of the Board, even if said employee is engaged in teaching on a part-time basis.

4. This article is set forth merely to describe the bargaining representative and the bargaining unit covered by the terms of this agreement and shall not be interpreted for any other purpose.

Section B – Implementation

1. The Board agrees to provide the Union with information it may from time to time request which is necessary for the Union to bargain with the College or to enforce the terms of this agreement provided:

a. Such information is not reasonably available to the Union.

b. Such information is not privileged or otherwise exempt from disclosure.

c. The Union's request is made in writing to the Vice President – Human Resources.

d. The Union pays the reasonable cost of providing any copies of the information that it requests.

2. The Union and the Board agree that the Union, through its President, shall select such teacher representatives for any committee, established by the Board and/or the College President calling for teacher representation. In the event the Union President fails (within

20 school days of receipt of written notice) to select such teacher representative, the College President will make such appointment.

3. The Union shall, upon its advance written request, be entitled to appear on the Board agenda and have a representative speak on any issues of said agenda.

4. The Board shall provide the Union with a copy of the agenda for each meeting in advance of the meeting and a copy of the approved minutes following each meeting of the Board. This obligation as to minutes shall not apply to closed (executive) sessions.

5. The Union shall be notified of the name and address of any newly hired teacher within thirty (30) days of the teacher's appointment.

6. Copies of all agreements and supplements between the parties shall be distributed by the Union to each employee covered by this agreement. Representatives of the Board and the Union will meet within a reasonable period of time following the signing of this agreement to arrange for the printing of the agreement. Any costs associated with such printing shall be shared equally by the parties.

7. Bargaining unit members who are scheduled by the administration and the Union to participate, during hours in which they are otherwise scheduled to teach, in grievances, mediation/arbitration investigations, or negotiations respecting the collective bargaining agreement, shall be granted the necessary time and shall suffer no loss in pay.

Section C – Employee and Professional Facilities

1. Bargaining unit members should have access to existing facilities such as lounges, restrooms, eating facilities, outside telephone services, and where District owned parking facilities are available, their use shall be free of charge. Bargaining unit members should have reasonably secure places on campus to store class related materials and personal items and private student conference space. The parties agree that a means of communicating with staff and students is important.

2. The parties have established a joint committee to study and recommend solutions and implementation strategies in regard to employee and professional facilities as the exclusive means of addressing concerns and problems arising in relation thereto.

3. The Sideletter attached hereto as Appendix A is a commitment to address these issues outside of bargaining. Nothing in the Sideletter, or this Section, shall be construed as waiving either parties right or obligation to bargain over these.

4. Each teacher shall be provided with his/her own mailbox or mail folder. Only mail pertaining to school business should regularly be received by the schools within the district. Mail of a personal nature should be regularly received at other than the school address. Teachers' mail shall not be opened prior to receipt by the teacher. In addition, each teacher who requests will be provided with a Connect address and an E-Mail address.

5. Whenever possible, and when resources permit, clerical assistance supporting the instructional process will be provided for teachers.

Section D – Use of Facilities

1. The Union shall have the right to hold meetings within any building owned by the District during normal business hours, subject to availability.

2. The Union shall have the right to use the District mail system (including reasonable use of E-Mail) and/or mailboxes for the purpose of communicating with teachers regarding Union related activities.

3. The Union may use the bulletin boards provided in the Local 243 full-time faculty contract for the purposes described therein.

4. The Board shall provide an office and an office telephone for the use of the Union.

5. The Union shall be permitted to use school equipment such as duplicators, typewriters, computers, etc., for Union related activities. The Union agrees to pay normal District charges for such use.

Section E – Union-Management Committee

1. The parties to this Agreement recognize a need for an alternative forum to collective bargaining and grievances to address issues which may arise from time to time or to examine issues of common interest during the term of the collective bargaining agreement. Therefore, at a mutually agreed upon time and place, at the request of either party, but at least bi-monthly unless mutually agreed otherwise, four (4) representatives of the Union, which shall include the Union President, will meet with four (4) representatives of the District which shall include the College President. If the College President is unable to attend, the College President shall appoint a designee and so notify the Union. In such event the Union shall have the option of canceling or rescheduling the meeting. The purpose of such meetings shall be to:

- a. Discuss issues relating to the implementation and/or administration of the Agreement;**
- b. Disseminate general information of interest to the parties;**
- c. Give the parties the opportunity to meet and confer on subjects of interest to the District and employees, including, but not limited to, facilities, accommodations, and supportive services.**

This Committee shall be empowered to make recommendations to the respective governing bodies. Such recommendations shall be in writing and include supportive rationale. Any member of the Committee shall have the right to file a minority report. However, it is agreed that any such recommendation shall be non-precedential and nonbinding in any collective bargaining or arbitration process. Prior to issuing any recommendations, the Committee shall endeavor to conduct any necessary investigation.

2. It is agreed that no additional compensation shall be requested or required and that the parties voluntarily enter into this process for the mutual benefits that will result therefrom.

3. The Committee Chair shall be rotated between the Union and Management every six (6) months.

Section F – Management Rights

Except as expressly modified by other provisions of the contract, the Board possesses the sole right to operate the District and all management rights repose in it. These rights include, but are not limited to, the following:

- 1. To direct all operations of the District;**
- 2. To hire, promote, transfer, schedule and assign employees in positions within the District;**
- 3. To suspend, demote, discharge and take other disciplinary action against employees;**
- 4. To relieve employees from their duties;**
- 5. To maintain efficiency of District operations;**
- 6. To take whatever action is necessary to comply with State or Federal law;**
- 7. To introduce new or improved methods or facilities;**
- 8. To change existing methods or facilities;**
- 9. To determine the kinds and amounts of services to be performed as pertains to District operations; and the number and kind of classifications to perform such services;**
- 10. To determine the methods, means and personnel by which District operations are to be conducted;**
- 11. To take whatever action is necessary to carry out the functions of the District in situations of emergency;**
- 12. To contract out for goods and services;**
- 13. To create, revise and eliminate positions;**
- 14. To establish work rules and schedules of work;**
- 15. To determine the educational policies of the District;**
- 16. To establish and require observance of reasonable work rules and schedules of work;**
- 17. To select employees, establish quality standards and evaluate employee performance.**

ARTICLE III — Fair Practices

1. *Neither the Board or the Union shall discriminate against any employee on the basis of race, creed, national origin, sex, age, disability, political affiliation, membership in or association with the lawful activities of the Federation. The parties agree that they will comply with the Fair Employment Act of the State of Wisconsin, Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Americans with Disability Act, and with other applicable state and federal laws and regulations prohibiting discrimination in employment.*

2. *The Board shall defend, hold harmless, and indemnify bargaining unit members from any and all demands, claims, suits, actions, and legal proceedings brought against bargaining unit members as individuals or as agents of the Board so long as they are related to the good faith performance of duty.*

3. *Neither the union nor any of its officers, agents, members or College employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this agreement.*

ARTICLE IV — Dues Deduction, Agency Fee and Seniority

Section A – Dues Deduction

1. *The Board shall deduct an amount certified by the Union as the Union dues from each paycheck of each teacher who has provided the Board with written authorization therefor.*

2. *Such authorization for deduction of dues shall continue in force and effect until the teacher submits a written revocation of such authorization to the Board and the Union within the required window period, but not less than thirty (30) calendar days prior to the effective date of such written revocation.*

3. *Changes in the dues amounts to be deducted shall be certified to the College by the Union treasurer at least thirty (30) calendar days before the start of the pay period the new deduction schedule is to be effective.*

4. *The amounts so deducted shall be promptly remitted directly to the Union. The Union agrees to pay any costs associated with a Union requested wire or electronic transfer of the amounts so deducted.*

5. *The Union agrees that it will indemnify and save harmless the College, the Board, each Board member, and all administrative personnel against any and all claims, demands, costs of defense, suits or other forms of liability, and all court or administrative costs that may arise out of or by any action taken for the purpose of complying with this Article provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the College, at its own cost, from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing.*

Section B – Agency Fee Agreement

1. *Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws.*

2. *The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate amount of the cost of collective bargaining and contract administration that is allowed by law and that is certified by the Union as the agency fee amount.*

3. *The Board agrees to deduct the amount of money, certified by the Union as the agency fee amount, from the earnings of employees affected by this Agreement and pay promptly the amount so deducted to the Union. The Union agrees to pay any costs associated with a Union requested wire or electronic transfer of the amounts so deducted.*

4. *The Union agrees to certify to the College only such agency fees as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to*

inform the College of any change in the amount of such agency fee at least thirty (30) calendar days prior to the implementation of such change.

5. Consistent with requirements of state and federal law, the Union shall provide an internal mechanism which will allow employees who are not members of the Union to challenge the amount certified by the Union as the agency fee.

6. The Union agrees that it will indemnify and save harmless the College, the Board, each Board member, and all administrative personnel against any and all claims, demands, costs of defense, suits or other forms of liability, and all court or administrative costs that may arise out of or by any action taken for the purpose of complying with this Article provided that the defense of any such claims, demands, suits or other forms of liability shall be provided by and be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the College, at its own cost, from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing.

Section C – Seniority

1. Effective July 1, 1993, seniority at MATC shall be determined by the number of semesters (including summer) an employee has worked.

2. In order to qualify for a semester credit, an employee must have worked a minimum of eighteen (18) hours in a semester (fall, spring, or summer).

3. No employee shall earn more than two (2) semesters credit in a school year (fall, spring, or summer).

4. Whenever two (2) or more employees have the same number of seniority credits, the order of seniority shall be determined as follows:

a. Using W-2 forms, the wages earned from the College from January 1, 1990 to December 31, 1992. The employee who has the highest wages will be deemed most senior.

b. If a tie still exists, the employee with the earliest birth date (day and month) will be deemed most senior.

c. If a tie still exists, the last four digits of the social security number shall be used. The employee with the highest number will be deemed most senior.

5. A list shall be maintained by the Vice President of Human Resources showing the seniority of each teacher of the District. Such list shall be made available to the Union.

ARTICLE V — Grievance Procedure

Section A – Definition

1. A grievance shall mean a dispute concerning the interpretation or application of this contract.

2. Whenever the term:

a. College President is used, it is to include any designee upon whom he/she confers authority to act in his/her place.

b. Teacher is used, it includes any member of the bargaining unit.

c. Union Representative is used, it is to include any Union Representative or Representatives upon whom the Union President confers authority to act for the Union.

Section B – General Provisions

1. The Union shall have the right to present, process or appeal a grievance at any level on behalf of any teacher and/or on its own behalf.

2. The teacher, with the approval of the Union, shall have the right to the representation he/she deems necessary at any step of this procedure.

3. While it is the intent of the parties that all contract issues be resolved through this grievance procedure, the procedure is in addition to, rather than, exclusive of any procedures or remedies afforded to any teacher by law.

4. A written grievance shall be submitted on a mutually agreeable form and shall contain the name and position of the grievant, a clear and concise statement of the grievance, the

issue involved, the relief sought, the date the incident or violation took place, the specific section(s) of the Agreement alleged to have been violated, the signature of the grievant or Union representative and the date.

5. No decision or adjustment of a grievance shall be contrary to any provision of this agreement existing between the parties hereto.

6. Failure to communicate the decision on a grievance at any step of this procedure within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure.

7. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

8. After a grievance has been filed, the Union President or designee and the Vice President of Human Resources or designee may agree to bypass any step(s) of the grievance procedure.

9. Requests by authorized Union representatives to investigate grievances during the representatives work time shall be presented to the Vice President - Human Resources. If approved, such investigation shall be conducted without loss of College salary.

Section C – Procedure

The object of this procedure is to resolve grievances expeditiously and at the lowest step.

Step 1 - Any teacher within the bargaining unit shall discuss the grievance with the immediate supervisor or appropriate administrator directly and individually and/or accompanied by the Union Representative with the object of resolving the matter.

a. The grievance shall be reduced to writing and presented prior to or at the meeting with the immediate supervisor or appropriate administrator and within thirty (30) school days from the time the teacher knew or should have known of the existence of the grievance. If this procedure is not followed, the grievance is waived.

b. Within five (5) school days of the meeting with the grievant, the immediate supervisor or appropriate administrator shall communicate his/her decision in writing, together with supporting reasons.

c. He/she shall furnish one (1) copy to the grievant, one (1) copy to the Union representative and one (1) copy to the Vice President of Human Resources.

Step 2 - If the grievance is not resolved satisfactorily, the aggrieved teacher and/or the Union may appeal to the College President. The appeal shall be in writing and shall include a copy of the original complaint stating the nature of the grievance, the remedy desired and the decision at Step 1.

a. The teacher and/or the Union within ten (10) school days shall have the right to be heard by the College President and shall be given adequate notice.

b. Within five (5) school days after hearing the grievance, the College President shall communicate his/her decision in writing together with supporting reasons.

c. He/she shall furnish one (1) copy to the grievant, one (1) copy to the Union representative and one (1) copy to the Vice President of Human Resources.

d. The Union may waive Step 2 if the grievance is not personally heard specifically by the College President. The waiver shall be in writing and shall include supporting reasons.

Step 3 - If the grievance is not resolved satisfactorily, the aggrieved teacher and/or the Union may appeal to the Board within fifteen (15) school days. The appeal shall be in writing and shall include a copy of the original complaint and the decision at Steps 1 and 2. If the Board makes a decision, and the Union wishes to grieve that decision, they have the right to proceed to Step 4.

a. Within thirty-five (35) days after the receipt of the appeal the Board shall hold a hearing.

b. The aggrieved teacher, the Union Representative, the Administrative Dean, College President and the President of the Union shall be given at least ten (10) school days' notice of the hearing.

c. Within five (5) school days after the hearing the Board shall communicate its decision, in writing, together with its supporting reasons to all parties present at the hearing.

d. The Board may waive Step 3 in the procedure if it so desires.

Step 4 - Arbitration

- a. Time Limits:** *If a satisfactory settlement is not reached in Step 2, the Union must notify the Vice President - Human Resources within twenty (20) working days of the date of the Step 3 answer that they intend to process the grievance to arbitration.*
- b. Selection of Arbitrator:** *The Employer and the Union shall endeavor to select a mutually agreeable person to serve as the Arbitrator. In the event the parties cannot agree within ten (10) working days following appeal of the grievance to arbitration, then the Employer and the Union shall request the Wisconsin Employment Relations Commission to submit a list of five (5) impartial arbitrators. The Employer and the Union shall then alternately strike from the list. The first strike shall be by lot. The remaining arbitrator shall then be notified of the appointment as Arbitrator.*
- c. Arbitration Hearing:** *The Arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to hear testimony relating to the grievance. Upon completion of this hearing, the Arbitrator shall render a written decision which shall be final and binding upon both parties.*
- d. Costs:** *When the grievance is denied by the arbitrator, the costs and expenses of the arbitration proceedings, including fees and expenses of the arbitration proceedings, including fees and expenses of the arbitrator and transcript costs, if any, shall be paid by the Union. When the grievance is sustained by the arbitrator, the costs and expenses of the arbitration proceedings, including fees and expenses of the arbitrator and transcript costs, if any, shall be paid by the College. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Any dispute concerning this paragraph shall be submitted to the arbitrator for resolution. (Note: the above is for 2000-2002 trial and only applies to grievances filed after July 1, 2000)*
- e. Decision of the Arbitrator:** *The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract provision allegedly breached. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement.*

ARTICLE VI — Working Conditions

Section A – Probation

- 1. Probation ends at the conclusion of the semester in which all other conditions are met. 600 level courses are not counted toward meeting the probationary requirements.**
- 2. Employees initially hired after January 1, 1998, shall be on probation until the following conditions are met:**
 - a. Total hours worked equal 110, and**
 - b. The teacher has worked in at least 6 semesters (fall, spring, or summer).**
- 3. Employees who worked between January 1, 1993, and January 1, 1998, and continue employment after January 1, 1998, shall be on probation until the following conditions are met:**
 - a. Total hours worked equal 110, with no more than 72 hours being prior to January 1, 1998, and**
 - b. A minimum of 6 semesters (fall, spring, or summer), with no more than 4 semesters being prior to January 1, 1998.**
- 4. Employees who worked between January 1, 1993, and January 1, 1998, and continue employment after January 1, 1998, shall serve no probation if the following conditions are met:**
 - a. Total hours worked is 150 hours or greater, and**
 - b. The teacher has worked in at least 8 semesters (fall, spring, or summer) prior to January 1, 1998.**
- 5. Employees shall be informed of their probationary status at the time of appointment, and at any other time, upon request.**

Section B – Discipline

1. Probationary teachers may be discharged or denied reappointment without cause and without recourse to Article V (Grievance Procedure).

2. Except as provided in 1. above, a teacher will not be disciplined or discharged without cause.

a. The teacher and the Union shall receive notification in writing stating the reasons for the action.

b. The teacher shall have the right to grieve any such discipline or discharge pursuant to the timelines and provisions of Article V (Grievance Procedure).

3. A teacher will not be denied reappointment to a class which the teacher has taught for disciplinary reasons without cause.

Section C – Work Year

1. Employees may be scheduled to teach at any time throughout the year without regard to the official school calendar based on the needs of the College.

2. Up to ten (10) bargaining unit members who are selected as delegates to the Wisconsin Federation of Teachers Convention shall be released, with pay, for any hours the teacher is scheduled to teach on the two days convention. Such teachers shall meet with their supervisors to make advance arrangements.

3. Part-time teachers shall not suffer a loss in pay if a holiday falls on a day a teacher would ordinarily be scheduled to teach. The holidays are: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Martin Luther King, Jr.'s Birthday, Friday preceding Easter Sunday, Independence Day.

Section D – Additional Professional Work

1. Bargaining unit members who accept assignments of additional professional (non-teaching) work shall be compensated at the rate of \$25.95 for 2000-2001 and \$26.86 per hour for 2001-2002. Such work includes, but is not limited to research, curriculum writing and program directors/lead teacher duties.

Bargaining unit members who accept other non-teaching assignments shall be compensated at the rate of \$18.11 per hour for 2000-2001 and \$18.74 per hour for 2001-2002. Such work includes, but is not limited to, repair of laboratory and shop equipment, move, unpack and set up equipment.

2. Any such assignments shall be voluntary on the part of the teacher and shall be documented in writing.

3. Substitute Teaching

a. Substitute teaching shall be defined as teaching wherein a staff member is requested to assume a bargaining unit or non-bargaining unit teacher's class or classroom due to the absence of the regular teacher and the substitute actually spends the period in the classroom.

b. Substitutes shall be paid appropriately according to Article IX Section A.

c. Substitute teaching shall be voluntary.

d. No teacher shall substitute for a class during the time in which he/she is already scheduled for a class.

Section E – Teacher Evaluation

1. Evaluation is a cooperative effort between a teacher and his/her immediate supervisor. The goal of evaluation is to improve instruction.

2. A teacher who is not performing satisfactorily will be notified by the appropriate supervisor.

3. A conference between the teacher and the appropriate supervisor making the evaluation shall (upon request of either party) be held for the purpose of implementing improvements or changes (i.e., educational procedures, techniques, materials or facilities) designed to improve instruction.

Section F – Teacher Files

1. Official files shall be kept in the Human Resources Office, and shall be maintained under the following conditions.

2. Supervisors will not knowingly place material which negatively reflects on a teacher's performance in that teacher's file without first providing a copy to the teacher.

3. By appointment, teachers shall have the right to examine the contents of his/her personnel file and make copies of any documents contained therein.

4. The teacher shall then have the right to answer or qualify any material filed and said answer shall be attached to the material in the file.

5. If the employee disagrees with any information contained in the personnel records, a removal or correction of that information may be mutually agreed upon by the employer and the employee.

6. A teacher may authorize, in writing, a representative of the Federation or his/her counsel, to have access to his/her personnel file and to copy or make copies of any documents which he/she would have a right to have access in person.

7. The teacher shall have the right to request that a reasonable amount of material which he/she feels is relevant to his/her professional career, performance and/or qualifications be placed within his/her personnel file. Disputes concerning the amount of material to be filed shall be resolved by the Vice President of Human Resources and the Union President whose decision shall be final.

8. Grievances filed by any teacher, under this Agreement, shall not be made a part of his/her personnel file, nor used or mentioned in any recommendation for job placement on behalf of the teacher.

ARTICLE VII — Safety and Health

Section A – Purpose

The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees and students.

Section B – Implementation

1. The Board and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make school a safe and sanitary environment. The Board and the Union shall appoint a joint Safety Committee. The Union President shall have the right to appoint one member of the bargaining unit to the existing District Joint Safety Committee.

2. Where the Board requires that a teacher wear safety shoes, safety glasses, protective helmets, or ear plugs, or other safety equipment, the Board shall furnish and the teacher shall use same.

3. Employees shall have the right to use District health/fitness facilities at staff rates.

4. The District shall pay the cost of appropriate testing and preventative measures as recommended by the District's medical advisor for a teacher who, as a result of performing services directly related to employment, is exposed to body fluids that may contain transmissible diseases. This obligation shall be secondary to payment made under any other applicable insurance plans.

Section C – Workers Compensation

Employees shall receive Worker's Compensation coverage as required by law. In addition to the required Worker's Compensation coverage, the employee shall receive a supplemental payment from the College for a period not to exceed one year from the date of the injury. The supplemental payment is the difference between the employee's regular hourly rate while working for the College and the Worker's Compensation payment.

Section D – Disruptive Students/Complaints

1. Teachers have the right to direct that a student be temporarily removed from a class for disruptive behavior. The temporary removal is for that class meeting only. The Administrative Dean or designee shall be notified of all temporary removals. Teachers shall notify the appropriate administrator in writing when they believe that a student should be dropped or suspended from class for a longer period of time.

2. The teacher shall be promptly notified of the nature of a complaint when:

- a. An administrator receives a written complaint concerning a teacher, or
- b. An administrator receives a verbal complaint that the administrator believes requires follow up.

Every effort shall be made to resolve complaints informally. If a complaint cannot be resolved informally after a reasonable period of time, the teacher shall be informed of the process which will be employed to resolve the complaint. All complaints shall be treated as confidential.

ARTICLE VIII — Absences and Leaves

Section A – Absences

When an instructor is to be unavoidably absent, it is his/her responsibility to make reasonable attempts to notify the supervisor or MATC contact person as soon as possible.

Section B – Sick Leave

1. Employees covered by this agreement shall be entitled to paid sick leave for personal illness. Effective July 1, 1996, sick leave shall be earned at the rate of .05 class hours of sick leave for each class hour worked each semester, including summer school, with a maximum accumulation of 100 hours.

2. In the case of a teacher who is absent due to illness where it is necessary to reschedule the class for students and the teacher is in essence making up the work-absence, no deduction from sick leave shall be made.

3. Teachers may request an accounting in writing of the total number of sick leave hours he/she has accumulated by contacting the Human Resources Department.

Section C – Inclement Weather

1. Campus closing information is available through the hot line (246-6606) and other media services. If a campus is open and a teacher is absent because of inclement weather, the teacher will not be paid for the missed work. However, the teacher shall have the right to make up the classroom work on either a formal or informal basis as coordinated with the immediate supervisor, and will then be paid for the missed work. The College reserves the right to require that the class be made up.

2. The Board shall have the right to close the school/campus or reduce hours for a period of time. The teacher shall be paid as scheduled. Attempts shall be made by the teacher and coordinated with the immediate supervisor, to makeup the classroom work on either a formal or informal basis, with no additional pay. The College on a case-by-case basis reserves the right to require that the class be made up.

Section D – Medical Leave

Medical Leave - Employees shall have the right to a leave of absence for health reasons. Such a leave shall not exceed twelve (12) months subject to the following provisions:

1. The employee shall apply for such leave in writing, to the Administrative Dean or Campus Administrator. The application shall note the anticipated duration of the leave. If during the course of the leave an extension is needed, the request for extension shall be submitted to the Administrative Dean or Campus Administrator. The original leave plus extension(s) shall not exceed twelve (12) months.

2. The employee shall submit a physician report indicating a statement of the illness or

injury and whether or not the employee is able to work.

3. The employee shall submit to the Administrative Dean or Campus Administrator, a physician's statement of release for work before returning to work.

Section E – Job Related Leave

When an employee is requested by his/her MATC supervisor to attend a meeting, seminar, workshop, conference, convention or institute, he/she shall suffer no loss in pay and the Board shall reimburse the employee for all reasonable expenses and fees. A job related leave must be approved by the Administrative Dean or Campus Administrator.

Section F – Jury Duty Leave

1. Employees covered by this Agreement who are called for jury service in any court of the State of Wisconsin or of the United States shall be entitled to leave of absence from their position.

2. The proposed leave shall be brought to the attention of the Supervisor immediately upon notification of such proposed jury service by said employee.

3. There shall be no deduction from, nor interruption of, the pay from the District because of such absence when the jury service conflicts with the regular assignment of teacher. Jury duty pay (such items as subsistence, travel or other expense allowance paid shall not be included in determining pay received for jury duty) shall be deducted from the employee's wage.

4. For the purpose of determining seniority, pay, or salary advancement, the status of the employee shall be considered as though not interrupted by such attendance.

Section G – Military Leave

1. Employees who are called to active duty, volunteer for active duty or is required to enter upon active training duty or temporary special service shall be granted leave without pay.

2. His/her absence shall not be construed as a break in service for any purpose (including seniority and salary determinations).

3. An employee granted such leave shall retain all benefits unless prohibited by Wisconsin Statutes or by the agency or company involved as if he/she were in regular teaching service until they are supplanted by the military service.

Section H – Other Unpaid Leaves

Application for other unpaid leaves occurring during an assignment shall be made to the appropriate supervisor. Unpaid leaves of absence up to five (5) consecutive days is subject to the approval of the supervisor. Unpaid leave beyond five (5) consecutive days is subject to approval of the Administrative Dean or Campus Administrator.

Section I – Reemployment Following Leave

Reemployment following leave is subject to the availability of classes for which the employee is certified and has taught. Whenever possible, arrangements shall be made in advance.

ARTICLE IX — Salary

Section A – Wages

The hourly wage rates for bargaining unit employees are listed in Appendix B hereto and incorporated herein by this reference. This hourly wage will be paid for all hours taught.

Bargaining unit employees are professional employees who are engaged to teach students of the College. The compensation noted in Appendix B is designed to

compensate for teaching, preparation for teaching, student assessment and student contact.

Section B – Extracurricular Activities and Duties

All extracurricular activities and duties shall be assigned on a voluntary basis.

Section C – Method of Payment

- 1. Teachers shall be paid biweekly.*
- 2. When the date for the regular payment occurs on a holiday or school year recess, salary checks shall be issued on the last school day before the holiday or school year recess.*
- 3. Teachers who are members of the credit union may arrange for payroll deduction for payment to this organization.*
- 4. Checks may be distributed at the option of the teacher as follows:*
 - a. Teacher's mailbox, if applicable.*
 - b. Teacher's home address.*
 - c. Teacher's financial institution provided the teacher signs an agreement holding the Board harmless.*
- 5. The Board shall provide for voluntary payroll deductions for those teachers who wish to contribute to WAVE and/or one other union approved organization.*

Section D – Authorized School Business and/or Travel

- 1. Any teacher required or authorized by the Board, the College President or other designated supervisor, to represent or conduct school business for the District which requires travel shall be compensated for his/her expenses as follows:*
 - a. Transportation*
 - (1) Mileage shall be reimbursed at the IRS standard per mile rate.*
 - (2) Teachers who accept travel shall carry insurance coverage of at least \$15,000/\$30,000/\$5,000 and a copy which indicates such coverage shall be provided, upon request, to the Vice President-Administration.*
 - b. All other reasonable expenses incurred such as lodging, meals, registrations, and/or other fees, phone, taxis or other miscellaneous costs shall be paid in accordance with District policy.*
- 2. A travel claim form is to be submitted by all teachers to enter claims for authorized travel expenses for each trip.*
- 3. Mileage shall be paid for any assignments outside of the District. Mileage shall be paid for travel between assignments that are on the same day.*

Section E – Wisconsin Retirement System

In addition to the required employer contribution, the Board shall pay to the Wisconsin Retirement System, the required employee contribution on all applicable wages provided the employee qualifies under the rules of the Department of Employee Trust Funds.

The parties agree that a reasonable assessment of the hours necessary to perform the duties of a teacher shall be based on a multiple of the number of hours a teacher is paid for work covered by the collective bargaining agreement. To that end the parties agree that the College shall report using a multiple of 2.2 hours for each paid hour of teaching.

Section F – Liability Insurance

The Board agrees to carry liability insurance covering employees to the limit of their statutory liability.

Section G – Physical Examinations

- 1. The Board shall contract with a qualified clinic or panel of approved physicians to pay*

all costs of required physical examinations for new and continuing staff members. The Board also shall pay the cost of health related tests/procedures that are externally required for employment purposes.

2. Any teacher may have the required physical examination performed by a physician of his/her own choice. If he/she chooses, the Board shall pay up to \$40.00 toward the cost of such examination.

Section H – Tax Sheltered Annuities

On behalf of those part-time teachers who wish to participate, the Board and/or the President agree to pass such resolutions and execute such forms as may be necessary under the law to enable the teachers to procure qualified annuities under Section 403(B) of the Internal Revenue Code of 1954 as amended.

Qualified annuities are those approved by the College as referenced in the document titled Eligible Tax Shelter Annuity Companies - Effective 11/97; or as revised in the future.

Section I – Longevity Premium

Employees shall receive a longevity premium for all hours taught according to the following schedule:

Premium Amount per Hour Attained Semester Seniority Credits

\$1.00/hr. After ten (10) semesters (through 16 semesters)

2.00/hr. After sixteen (16) semesters

ARTICLE X — Rules Governing this Agreement

Section A – Conformity to Law

If any article or section of this Agreement, or any addendum thereto, is held to be invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

Section B – Complete Agreement and Changes

This Agreement has been reached as a result of collective bargaining, represents the full and completed agreement between the parties, and supersedes and cancels all previous agreements, verbal or written or based on alleged practices between the parties. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

Section C – Conflict with Handbook

The provisions of this Agreement will control in the event of a conflict between this Agreement and any staff handbook produced unilaterally by the Board.

Section D – Reopener

1. At any time after February 1, 2002, and prior to April 1, 2002, either party may give written notice of its intention to open negotiations for a new agreement.

2. Negotiations for subsequent agreement shall begin thereafter on mutually agreeable dates and times.

Section E – Duration

In accordance with Wisconsin Statute 111.70, this agreement and each of its provisions shall be binding on both parties from July 1, 2000, and shall continue in effect through

June 30, 2002. In witness whereof the following have set unto their signatures and seal this day _____.

FOR THE UNION: FOR THE COLLEGE:

**APPENDIX A
SIDELETTER OF AGREEMENT
between
MADISON AREA TECHNICAL COLLEGE
and
MADISON AREA TECHNICAL COLLEGE
PART-TIME TEACHERS UNION
EMPLOYEE AND PROFESSIONAL FACILITIES**

During negotiations which resulted in the initial collective bargaining agreement between the Board of the Madison Area Technical College and the Madison Area Technical College Part-Time Teachers Union, Local 6100 AFT, WFT, AFL-CIO (the parties), it was agreed that a joint study committee would be established to review, study, develop, discuss and make recommendations regarding employee and professional facilities. This Sideletter is to establish the working basis for such a committee.

Committee Establishment

A joint study committee of four (4) members is hereby established for the purpose set forth below. Each party shall appoint two (2) members of the committee.

Meeting Notices

Meetings shall be scheduled periodically at mutually agreeable times.

Minutes

The committee shall, at its first meeting, designate a member(s) to keep minutes. The minutes shall be subject to approval by the committee. In an effort to stimulate the free and open exchange of information necessary to the committee's success, minutes of the meetings shall not be used by either party in any subsequent arbitration proceeding. The committee shall use a consensus approach to decision making.

Purpose/Charge

The committee shall review, study, discuss, develop and make recommendations concerning employee and professional facilities. The committee is intended to help the parties work cooperatively to identify reasonably secure places at each campus location for teachers to store class materials and personal items. This may include, but is not limited to, locker space, file drawer(s) or other storage facilities. The committee is also to assist the parties in developing an effective communication system. This may include, but is not limited to, general information telephone answering and reasonably private areas at each campus to meet with students. In addressing these areas, the committee shall take note of existing facilities, technology and space limitations.

Recommendation

Any recommendations, in written form, shall be presented to the respective parties'

bargaining committees on or before December 1, 2001. If both bargaining committees agree, the recommendations of the committee shall be implemented, if approved, through the ratification process. Recommendations will not be used by either party in support of their positions in any subsequent arbitration proceedings.

APPENDIX B

SALARY SCHEDULES

Increase hourly rates on existing pay schedules effective as noted below:

July 1, 2000 3.5%, however basic rate to be \$30.52/hour

July 1, 2001 3.5%, basic rate to be \$31.59/hour

Note: Existing pay schedules permit employment at rates above the minimum under special circumstances. This practice continues.

Note: This contract shall not be a bar to current practices relating to preparation time that may exist under special circumstances.