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IDnum 233 **Language** English **Country** United States **State** WI

Union AFT (American Federation of Teachers) AFL-CIO

Local 243

Occupations Represented
Teachers—postsecondary

Bargaining Agency Board of Madison Area Technical College District

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

PREAMBLE

It is our mutual intent to work together to achieve our common aims of educational excellence. Therefore, this collective bargaining agreement is made and entered into effective as of the first day of July 1999, by and between the Board of Madison Area Technical College District, hereinafter referred to as the "Board" or "District" and the Madison Area Technical College Teachers' Union, Local 243, AFT, WFT, AFL-CIO, hereinafter referred to as the "Union." This agreement that is entered into shall supersede and cancel all previous agreements, verbal or written or based on alleged practices between the parties. Any amendment or agreement supplemental thereto shall not be binding upon either party unless executed in writing by both parties.

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

The Board recognizes the Union as the sole and exclusive bargaining representative of all contractual teachers in Madison Area Technical College District.

Contractual teachers are professional employees employed by the Board falling into one of the following categories:

1. Teachers teaching at least fifty percent (50%) of a normal teaching schedule, or
2. Counselors working at least half time.
3. School Nurse working at least half time.

Contractual teacher does not include administrative, supervisory, ancillary, or classified employees.

Section B—Implementation

1. Upon the Union's written request, the Board shall make available information, statistics, and records concerning the school district which the Union and the Board may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this agreement. Any information desired by the Union which is not in final form shall be its responsibility to research and duplicate. The Union shall have the recourse to grieve any dispute which may arise in regard to availability of information, statistics, and records.

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 College President or his/her representatives shall meet with the representatives of the Union at the request of either party to discuss matters relating to the implementation of this agreement and/or such other matters as mutually agreed by the parties.

4. The Administrative Dean shall meet once a month during the school year unless otherwise mutually agreed, with representatives of the division as designated by the Union to discuss policy, operations, safety, questions, and problems. The Administrative Dean and the teacher Chairperson shall alternate in chairing these meetings. The agenda shall be prepared by the Administrative Dean by placing alternately on

the agenda items proposed by the Administrative Dean and items proposed by the teacher Chairperson, provided such items are submitted to the Administrative Dean seven (7) days prior to the date of the meeting. Minutes of the meeting shall be distributed to members of the Implementation Committee, the Vice Presidents, the College President, the Union, and the teachers in the Division. The Administrative Dean may utilize his/her Administrative Assistant, if available, to take said minutes. A schedule of Implementation Committee meetings, at least one a month, shall be submitted to all teachers within a Division by the third week of each semester. Said schedule shall include the time and place that meetings shall be held.

5. The Union shall upon its written request, be entitled to appear on the Board agenda and have a representative speak on any issues of said agenda. The Board shall make available to the Union two (2) copies of the agenda prior to each meeting of the Board and two (2) copies of the minutes following each meeting of the Board.

6. Copies of all agreements and supplements between the parties shall be distributed by the Union to each employee covered by this agreement. The Board or its representative agrees to meet with the Union within five (5) days after the signing of the agreement for the purpose of arranging to duplicate or print this agreement and any supplement.

7. Whenever members of the Union are scheduled by the administration and the Union to participate during working hours in grievances, investigations, or negotiations respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss in pay. Such periods shall not be regarded as periods of work to be made up later except voluntarily and at the discretion of the teacher.

8. The Union shall be copied on notices to payroll for the following changes to an employee's job status: workload change including reduction (below 90-100%) and increase; approval of leave of absence; retirement; resignation; job share arrangement including Union job share.

Section C—Employee Facilities

1. The Board shall make provisions for adequate employee facilities such as adequate teacher lounges and rest rooms, eating facilities, outside telephone services in each building, and where District owned parking facilities are available, their use shall be free of charge to members of the teaching staff.

2. The Board shall make available professional facilities which are adequate to meet professional standards, such as, a properly furnished office with adequate lighting, a desk, filing cabinet or cabinets, book shelving, provision for private student conference space and supplies needed for classroom work. Office machines for teacher use shall be in good working order. The Board and the Union agree that, as new District-owned facilities are constructed, teacher office facilities will be improved.

3. A joint committee of the Union and Board shall remain in force to resolve problems and study necessary implementation of solutions in regard to employee and professional facilities.

4. Each teacher shall be provided with his/her own mailbox. 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.

5. The general information telephone number at the Truax Campus shall be answered from 7:15 a.m. to 10 p.m. when classes are in session during these hours.

6. Teacher office spaces shall be assigned by seniority. The District and the Union will develop a procedure for timely notice of application for available office space.

Section D—Use of Facilities

1. The Union shall have the right to hold meetings in the school buildings within Madison Area Technical College District upon proper notice to the administration and subject to the educational program.

2. The Union shall have the right to use the mail system (including reasonable use of electronic mail) and/or the mailboxes in and between school buildings for the purpose of communicating with teachers regarding Union and related activities.

3. The Union shall be provided three (3) bulletin boards at the Truax Campus and two (2) at the center on Commercial Avenue and a minimum of one at any other building owned by the District where contractual teachers are employed. Other bulletin boards shall be placed in a mutually agreed upon locations for the purpose of posting notices and bulletins regarding the business or activities of the Union. (In each major building one shall be in the teachers' lounge).

4. The Board shall provide an office, secure storage space, and an office telephone for the use of the Union.

5. The Union shall be permitted to use school equipment such as copiers and computers in relation to Union activities or matters which relate to the general welfare of the school, subject to the approval of the College President and the normal procedures of the school program.

6. The Board may provide the use of the computers for internal purposes. Internal purposes are defined as use by the faculty, staff, students, or employees of the educational institution for instruction, academic research (as hereinafter defined) and internal administrative work of the educational institution.

Academic research is defined as research which meets all of the following criteria:

- a. It requires and utilizes the abilities of the educational institution's faculty or students.
- b. It is of a nature appropriate to the educational institution (e.g., fundamental research rather than work of a productive or repetitive nature) and is undertaken for nonprofit motives.
- c. It is not controlled from outside the educational institution with respect to:
 - (1) the selection, designation, administration or performance of the specific projects to be undertaken
 - (2) completion or progress deadlines
 - (3) the form, use or dissemination of the results
- d. The results are unclassified and are made available to the general public without charge.
- e. There is no separate billing made by the educational institution to persons or organizations outside the educational institution for use of any of the machines.

Priority of scheduling computers shall be: first, for instruction; second, for administrative functions; third, to be used as requested by the Wisconsin Technical College System; and, fourth, by faculty for academic research as outlined above and approved by the Administration.

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 once every month 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 or Vice President-Human Resources. 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.

ARTICLE III Fair Practices

Section A—Discrimination

The Board and the Union shall not discriminate against any employee or the hiring of any employee on the basis of race, creed, national origin, sex, sexual orientation, age, disability, marital status, political affiliation, membership in or association with the activities of any employee organization in compliance with Wisconsin Statutes.

Section B—Discrimination (Union Affiliation)

The Board shall make certain that teacher application forms and oral interview procedures shall omit therefrom any reference to the teacher applicant's membership in teacher-employee organizations in compliance with Wisconsin Statutes.

Section C—Equal Pay

The Board agrees that the principle of equal pay be observed for comparable work and duties and that all fringe benefits shall apply to male and female employees in the same manner.

Section D—New Employees

Upon the decision of the College President to offer a new teacher a position, the College President shall send a copy of the Union agreement along with the offered contract. The College President shall advise the applicant of his/her right to confer with a Union officer before accepting the offered contract, and shall provide him/her with the name and telephone number of the current Union president. The Union shall be notified of the name and address of the newly hired teacher within five (5) days of the receipt of the new teacher's signed contract.

The parties, under authority of Section 118.22(4), Stats., agree that the College will not issue a paper contract after the first year of employment for returning teachers. All teachers, except replacement teachers or those hired for a limited term, shall have a continuing contract unless the College takes action to non-renew or terminate the contract or unless the teacher resigns his/her employment.

Section E—Indemnification

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

ARTICLE IV Dues Deduction and Seniority

Section A—Dues Deduction

1. The Board agrees to deduct Union dues from the wages of all members of the bargaining

unit.

2. All funds collected by the Board as a result of dues deductions shall be remitted promptly to the appropriate financial officer or institution designated by the Union.

3. The Union will indemnify and save harmless the Board for all sums improperly checked off and reasonable costs in regard thereto and remitted to the teachers' organization. The Union shall not indemnify and save harmless the Board for negligent acts which are the Board's own.

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. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

2. The Union will represent all of the employees of 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 appropriate financial officer or institution designated by the Union.

4. The Union shall indemnify and save harmless the Board, or its agents, against any and all claims, demands, suits, orders, judgements or other forms of liability including all court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this agreement.

Section C—Seniority

1. Seniority shall be the length of continuous service as a contractual teacher in the District, or with a City Board of Vocational Education which is now a part of the District, including time spent on leave of absence. For those teachers employed prior to July 1, 1977, seniority shall commence on the date that the initial contract was signed by the teacher. For those teachers employed thereafter, seniority shall commence at the time that the signed initial contract was received at the office of the Vice President of Human Resources.

2. 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.

3. The following provisions shall apply only to those instructors hired for one semester contracts.

[Note: see Replacement Contracts clause]

a. Teachers shall accumulate one semester of seniority for each semester under service to the District.

Where semesters of service are not continuous, the seniority date shall be the first day of the semester determined by counting back from the current semester the number of semesters employed.

b. Beginning with teachers initially hired for the 1983-84 school year the phrase "seniority shall be the length of continuous service," shall be defined as the accumulation of each semester of employment with the District, provided there is not a three year period following layoff in which the teacher is not employed by the District.

4. Replacement Contracts

a. Contracts may be offered to replace contractual staff on leave as defined in Article

VIII. The teacher being replaced and the reason for the opening shall be clearly indicated in the offered contract and in the announcement for such vacancy. Replacement teachers shall accrue, but not acquire, one year's seniority after two continuous semesters. For purposes of this section, a semester shall mean 45 or more contract days. A replacement teacher shall acquire seniority rights dating back to the date of initial employment in the previous year for one of the following.

(1) The replacement teacher works two consecutive semesters and is offered and accepts a contract for a consecutive year (two semesters);

(2) The replacement teacher works three consecutive semesters and is offered and accepts a contract for a fourth consecutive semester.

(3) The District, the Union, and a replacement teacher may agree to waive the acquisition of seniority. The teacher shall continue to accrue seniority for consecutive semesters.

b. For purposes of seniority, those teachers termed LTE during the 1978-79 school year and rehired for 1979-80 shall not have seniority greater than contractual teachers hired for the 1978-79 school year.

c. The teacher on a replacement contract shall be entitled to all benefits of the contractual agreement, with the exception of the seniority provision as modified in the preceding paragraph.

d. The teacher on a replacement contract and the Union shall be notified by the Board when he/she has acquired seniority and the seniority date.

e. A teacher on a first semester only replacement contract shall be entitled to insurance benefits from September through February. A teacher on a second semester only replacement contract shall be entitled to insurance benefits from February through July.

5. Emergency Hires

Teachers who are hired on an emergency basis shall accrue and acquire seniority as if they were replacement teachers. Emergency hires are to fill unforeseen vacancies occurring when a full search cannot occur. Emergency hired employees shall be separated no later than the end of a contract year.

6. An employee who leaves the bargaining unit to work in another position at the College and then returns to the bargaining unit within one year shall retain his/her precious accumulated seniority. The employee shall not accumulate seniority during the time such employee was not in the bargaining unit.

ARTICLE V Grievance Procedure

Section A—Definition

1. The grievance procedure shall be the means by which teachers' complaints are heard and settled including those based upon the interpretation and application of the contract by the Board and the administration.

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. All written grievances shall be submitted to the Vice President-Human Resources. The initial written grievance must be submitted within thirty (30) school days from the time the teacher knew or should have known the existence of the grievance. If this procedure is not followed, the grievance is waived. The Vice President-Human Resources will distribute the grievance to the named and other appropriate individuals and monitor the time frames and process.

2. 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.
3. The teacher shall have the right to appeal and be represented by counsel and/or any additional persons he/she deems necessary at any step of this procedure.
4. The grievance procedure provided in this agreement shall be in addition to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.
5. If, at the aggrieved's desire, the Union is not present during processing of a grievance, that grievance shall not be cited as a precedent to the Union.
6. No decision or adjustment of a grievance shall be contrary to any provision of this agreement existing between the parties hereto.
7. 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.
8. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
9. The Board and/or its designee shall allow reasonable time without loss of salary for Union representatives to investigate grievances. In the event that a question arises as to what constitutes reasonable time, the Board or its designee and the Union shall meet and come to mutual agreement in any specific instance.
10. Arbitration costs shall be shared equally by the Board and the Union.

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 and/or appropriate administrator directly and individually and/or accompanied by the Union Representative with the object of resolving the matter.

Step 2—If the grievance is not resolved at Step 1, then the aggrieved teacher and/or the Union may appeal as follows:

- a. A written grievance shall be submitted to the Vice President-Human Resources.
- b. The Vice President-Human Resources will forward the grievance to named and other appropriate individuals. A meeting will be held to discuss the grievance within fifteen (15) school days.
- c. Within five (5) school days of the meeting with the grievant, the appropriate administrator shall communicate his/her decision in writing, together with supporting reasons.
- d. The decision shall be sent to the teacher who submitted the grievance, to the Union Representative, to the Union President, to the College President, and one to the Vice President-Human Resources.

Step 3—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 2. If the College President makes a decision on an issue not-yet-grieved and a teacher and/or the Union wishes to grieve that decision, they have the right to proceed to Step 4.

- a. The teacher and/or the Union within five (5) 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 a copy to the teacher who submitted the grievance, a copy to the Union Representative, a copy to the Union President, and a copy to the Vice President-Human Resources.
- d. The Union may waive Step 3 if the grievance is not personally heard specifically by

the College President. The waiver shall be in writing and shall include supporting reasons.

Step 4—If the grievance is not resolved satisfactorily, the aggrieved teacher and/or the Union may appeal to the Board within ten (10) school days. The appeal shall be in writing and shall include a copy of the original complaint and the decision at Steps 2 and 3. If the Board makes a decision, and the Union wishes to grieve that decision, they have the right to proceed to Step 5.

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, the College President and the President of the Union shall be given at least five (5) 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 4 in the procedure if it so desires.

Step 5—If the grievance is not resolved satisfactorily, the Union may request a panel of five (5) independent arbitrators be issued by the Wisconsin Employment Relations Commission from which the parties will select an arbitrator by alternately striking names from the panel. The first strike shall be determined by lot.

a. The Union must exercise its right to appeal to arbitration within thirty (30) calendar days of receipt of the Board decision at Step 4 or notice of waiver at Step 4.

b. The decision and award of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to him/her at the time of the hearing or in writing.

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

d. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from or adding to the provisions of this agreement.

ARTICLE VI Working Conditions

Section A—Probationary Period [see Guidelines for Probationary Teachers, Appendix K]

1. All teachers hired by the Board shall serve a three (3) year probationary period.

2. During this period, the probationary teacher will be given guidance, assistance, and recommendations for improvement as provided in the Faculty Evaluation Process ~~Professional Growth Review~~.

3. Probationary teachers shall not be non-renewed for arbitrary or capricious reasons.

4. (Replacement teachers only) Probation shall commence on the date a replacement teacher acquires seniority.

Section B—Fair Dismissal Policy

The District will notify affected employees, as far in advance as possible, in the event of a possible program discontinuance or downsizing due to lack of funding, lack of students, financial circumstances, or other reasons. The District shall make every effort to review options, including special assignments that could potentially keep a displaced (dismissed for lack of work) teacher employed. If a layoff is anticipated, a meeting, initiated by the affected teacher or the District, shall be held as soon as possible. The meeting shall be conducted between the teacher, the appropriate Vice President, the appropriate dean/supervisor, and a Union representative. The purpose of the meeting is to discuss possible options to keep the employee employed.

1. A teacher shall not be refused employment, dismissed, suspended, disciplined, or

discharged except for cause. (The one exception is the nonrenewal of probationary teachers as provided in Section A.) Such action against any teacher shall follow these specific procedures:

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

b. The teacher shall have a hearing with full benefit of representation and counsel before the Board within thirty-five (35) days of receipt of the notification.

c. Until such time as the dismissal is found to be justified by the Board, full salary and benefits shall be paid to the teacher.

d. Until such time as dismissal is found to be justified, full salary and benefits shall continue to accrue to the teacher.

e. If the teacher and/or the Union are not satisfied that fair and equitable procedures have been followed or that the decision as to the teacher was not entirely an impartial judgment, the teacher and/or the Union shall have the right to appeal the decision to arbitration or other recourse according to Wisconsin law.

f. (1)(a) If a dismissal occurs for lack of work, the least senior teacher in the program or subject area shall be the first to be dismissed.

(b) Relating to all teachers, such dismissal shall begin at the start of the first semester of the coming school year, provided that the teacher receives notice of such dismissal on or before May 15 of the current school year.

(c) Relating solely to a teacher in his/her first three years of employment, such dismissal may begin at the start of the second semester, provided that the teacher receives notice of such dismissal on or before October 15 of the current school year.

(2)(a) If the dismissed teacher is certifiable in any other program or subject area and has greater seniority than another teacher in that area, he/she shall have the right, within forty-five (45) days notification of dismissal, to bump the least senior teacher from all other areas in which the dismissed teacher is certifiable, provided the more senior teacher is capable of teaching the specialty. (This does not preclude teaching in another area of certification in case of dual certification, but is designed to cover specialized skills within the technical areas.)

(b) If the dismissal occurs as a result of the termination of externally funded projects (i.e., DOC, Federal, or Government Project), the dismissed teacher shall have until August 1 of the given year in which to exercise bumping rights.

(c) "Bumping" may include moving into a vacant position under terms of (2)(a) above if the Union and the District agree in a specific instance.

(d) Notification of dismissal shall be provided, in writing, via certified mail with a copy forwarded to the Union.

(3)(a) For three years following a dismissal for lack of work, the dismissed teacher shall be offered employment ~~a contract~~ before a new teacher within the same program or subject area is employed.

(b) For three years following a dismissal for lack of work, a teacher may be recalled to a vacancy in a different area than the teacher was dismissed from provided the teacher meets certification requirements. Such a recall may occur under the following circumstances:

(i) If the teacher meets all the requirements of the position (division or department requirements), the teacher will be recalled.

(ii) If the teacher has a degree of the appropriate level as determined by the division or the department, and at least fifteen (15) graduate credits in the appropriate subject area, the teacher will be recalled. The recalled teacher must obtain any remaining graduate credits required by the department or division within two calendar years from the point of recall.

(iii) If the teacher does not qualify under Subparagraphs (i) or (ii), the

teacher may apply for recall to a committee consisting of: Dean of the appropriate area, Vice President-Instructional Services, Union officer, and faculty representative from that area. The committee will compare the requirements of the position with the credentials of the individual and the committee will respond whether recall is appropriate. The decision of the committee is final.

(iv) Teachers seeking recall under Subparagraph (ii) and (iii) above must also meet any applicable accreditation requirements.

(v) Teachers recalled under (3)(b) must serve a two (2) year probationary period.

(c) The following shall apply to any recall situation:

(i) It is the responsibility of the dismissed teacher to notify the Board of any change in his/her address and his/her desire to be recalled.

(ii) If a teacher is recalled to a limited term of employment, the District may dismiss the teacher for lack of work with two (2) weeks notice. For the purpose of this clause only, limited term employment is defined as work that is less than or equal to one academic year in length that is not expected to continue; or work that is greater than one academic year in length, but is expected to terminate during the subsequent academic year. If the teacher does not agree to accept such a recall, she/he shall not lose recall rights.

(iii) If a teacher is recalled to permanent employment (that is, employment that is not limited term) and the teacher does not agree to accept such a recall, she/he shall lose recall rights. However, a teacher under contract with another school district will not have to report to work until the expiration of the contract with the other school district. Until that time, the District may use other laid off teachers, replacement teachers (Article IV, Section C.4.), or, where necessary, part time hourly teachers to fill vacancy.

(4) A teacher dismissed for lack of work shall remain in the group for health insurance purposes by paying the premium. However, the Board shall pay its share of the health insurance premium for ninety (90) days from the point the employee would have been required to pay the full premium in order to continue health insurance.

Section C—Promotions and Transfers

1. Notice of a vacancy stating qualifications for the position shall be publicly posted and a copy sent to the Union President three (3) days before it is publicly advertised.

a. Each qualified applicant of the staff who makes written application shall be accorded an interview with the recommending agent.

b. After the selection has been made by the College President, applicants shall receive a written notification of the selection.

c. The decision of the Board as to the filling of such vacancy shall be final in the specific case.

2. A teacher may apply for a transfer in position at any time.

a. Such application shall be in writing addressed to the appropriate Dean of his/her Division or Area Coordinator and a copy sent to the College President.

b. If the teacher is or can be certified for the position, should there be an opening, and if it is in the best interests of the instructional program, the transfer shall be implemented.

c. Requests for transfer shall not be granted before all certified teachers dismissed for lack of work have rejected all offers made in accordance with Article VI, Section B.

d. The decision of the Board as to the filling of such vacancy shall be final.

3. Involuntary transfer from a teaching or work assignment shall be based on inverse seniority.

Section D—School Year

1. Calendar

a. ~~See complete calendar information, Appendices B-D. The school year for 1997-98 shall begin on Friday, August 15, 1997 and shall conclude on Monday, May 18, 1998. It shall consist of 168 student-teacher contact days, 7 holidays and 15 staff inservice days. See Appendix A attached for complete calendar.~~

b. Regarding attendance ~~The dates for the Wisconsin Federation of Teachers' Convention: during the 1997-98 school year are October 30-31, 1997. There may be ten (10) teachers or twenty-five percent (25%) from each division, whichever is smaller, but no more than twenty-five percent (25%) from each division department attending at the same time. The teacher delegates selected by the Union shall attend without loss of salary or deduction from other types of leave. See Appendix A attached for complete calendar.~~ See specific year calendar for WFT Convention dates.

c. ~~The school year for 1998-99 shall begin on Friday, August 14, 1998 and shall conclude on Monday, May 17, 1999. It shall consist of 166 student-teacher contact days, 7 holidays and 15 staff inservice days. See Appendix B attached for complete calendar.~~

d. ~~The dates for the Wisconsin Federation of Teachers' Convention during the 1998-99 school year are October 29-30, 1998. There may be ten (10) teachers or twenty-five percent (25%) from each division, whichever is smaller, but no more than twenty-five percent (25%) from each division department attending at the same time. The teacher delegates selected by the Union shall attend without loss of salary or deduction from other types of leave.~~

e. The Board and the Union agree that each year a new calendar be negotiated for the year succeeding the next year i.e., the calendar for the school year of 1999-2000 will be negotiated in the spring of 1998 and the calendar for the school year 2000-01 will be negotiated in the spring of 1999. This agreement shall not interfere with the Union rights for reopening of the agreement (Article XII, Section E).

2. Teacher's individual contracts shall be issued for positions which are replacement, emergency, job sharing, and first-time hires only. See Appendix E for full text.

Section E—School Week

Each full-time contractual teacher shall be responsible to the college for a 7 hour span daily Monday through Friday. The exception will be when it is necessary to schedule the span to 8 hours to accommodate students.

Section F—School Day

1. Span of Class Time

The span of class time for each contractual teacher shall not exceed 7 hours (including meal period) per day, i.e., the beginning of the first and ending of the last class taught in any given day for each contractual teacher.

a. A period is defined as fifty (50) minutes.

b. The break between classes shall be at least 10 minutes.

c. The meal hour is fifty (50) minutes duty free and is included in the 7 hour span.

d. Specialized programs whose very nature makes special circumstances necessary shall not be restricted. Persons involuntarily assigned to such programs will receive special consideration.

2. Posted Hours

The teaching program, including office hours, shall be posted by all teachers and shall be maintained. A form for such posting shall be supplied by the administration and a copy of the completed form shall be supplied to the Administrative Dean. The exam week schedule, including exam locations and office hours, shall be posted by all teachers. A form, provided by the District, for such posting shall be supplied to the

Administrative Dean one week before exam week begins.

3. Meetings

Attendance at professional staff meetings is expected as a professional responsibility and considered part of the teaching salary contract when called by the College President.

4. Additional Assignment

a. Additional work days beyond the regular school year shall be compensated according to the table at Appendix R at the rate of \$22.74 per hour for 1997-98 and \$23.48 per hour for 1998-99. Such additional professional assignments shall be limited to research, curriculum studies, and the writing of new courses.

b. Any such assignments shall be voluntary on the part of the teachers.

c. Contractual teachers shall have preferential choice in the above assignments.

d. If a contract is negotiated by the Board and another governmental agency, the hourly rate to be paid the teacher shall be based upon the specified contractual rate agreed upon by the Board and the agency.

5. Substitute Teaching

a. Substitute teaching shall be defined as teaching wherein a staff member is requested to take over another teacher's class or classroom due to the absence of the regular teacher and the substitute actually spends the period in the classroom.

b. Intermittent substitute teaching shall be compensated according to the table at Appendix R at the rate of \$22.74 for 1997-98 and \$23.48 for 1998-99 per actual period of such substitute instruction.

c. In cases of emergency requiring prolonged substitute service, a teacher who has taught a minimum of ten (10) consecutive class meetings or ten (10) consecutive class periods for the same teacher and the number of school days elapsed (including the first and last day of substitution) is ten (10) or more shall receive prorata pay retroactive to the beginning of such term of service. The proration shall be in accordance with his/her salary and the teaching load schedule.

d. In cases of emergency which involve the periodic absence of a given teacher and where the substitution service is rendered by the same teacher, the same principle of prorated payment and retroaction shall be applied when the cumulative total of such periods reaches thirty (30) or more in a given school year.

e. Substitute teaching shall be voluntary.

f. No teacher shall substitute for a class or additional student load during the time in which he/she is already scheduled for a class or student load.

6. Canceled Classes

When a class period is excused or canceled by the Board, College President, or his/her designee, the teachers shall be notified in writing by the College President. No teacher shall be required to hold class or classes during that time period(s) for which classes have been canceled or excused with the exception of classes where a required number of hours, class periods, or clients are mandated by regulations, agencies, or organizations over which the college has no control. The instructors who will not be excusing students will be notified in writing by the College President.

Section G—Workload Exceptions

Exceptions to the above Sections D—School Year, E—School Week, and F—School Day, may be mutually agreed upon by the District, Union, and affected teacher(s). There shall be no involuntary assignments beyond the span of hours and days or outside of the school calendar. The forms for approving such are labeled in Appendix P.

Section H—Teaching Load and Class Size

	Total Teaching Periods per Week	
A—	Large Group Lecture	15
B—	Demonstration and Discussion	20
C—	Lab or Quiz Section	23
D—	Skill Lab and Shop	26
	Special Assignment	35

A 100% teaching load is defined as a load range of 90-100%. Any load above 100% is considered an overload. If this condition is unavoidable, adjustment shall be made in the teaching load during the succeeding semester. Any load under 90% is considered an underload. Full-time teaching loads within a program or subject area shall be assigned on the basis of seniority. A teacher who would have an underload shall have the right to preempt any necessary portion of the assignment of another teacher with less seniority in other areas where the more senior teacher is certified or certifiable.

Definitions

A— Large Group Lecture—Instruction is given to two or more sections without time allotted for student response or interchange. Minimum enrollment forty (40) students.

B— Demonstration and Discussion—Combination of group and individual instruction. Formal presentation followed by discussion.

C— Laboratory or Quiz Section—Emphasis is upon student participation to learn the concepts or principles.

D— Skill Laboratory or Shop—Emphasis is upon student participation to develop manipulative skills.

Special Assignment—A special assignment is a specific duty designated by the division Dean. Special assignments may include, but are not limited to, curriculum writing, team teaching planning, and development of instructional materials. Special assignments shall be reduced to the number of periods per week for purposes of determining teaching load. A 100% special assignment shall be counted as thirty-five (35) periods per week.

Course Classification—A District wide joint committee of the Union and the administration shall classify new courses and review requests for reclassification of courses. The committee shall be composed of ten (10) members. Five (5) members will be appointed by the Union with one member from each division. Five members will be appointed by the District with one member also from each division. Any changes in classification shall be effective at the beginning of the following semester. Requests for classification or reclassification of a course may originate with either teachers or the appropriate Dean. Present classifications shall remain in effect unless a change is approved by a majority vote of the course classification committee. In such votes, members (both Union and Administration) from the division where a course classification is at issue shall not be allowed to vote.

If the course classification committee is unable to reach agreement or has a tie vote on a course classification request, the requesting party may submit the request to an educational arbitrator. The District and Union shall mutually agree on the independent educational arbitrator for each academic year. The educational arbitrator shall conduct a conference. At the conference the party requesting a course classification shall be given twenty minutes to present reasons for the course classification. After the requesting party has completed, the party opposed to the request shall be given twenty minutes to present reasons for opposition to the ~~their~~ course classification. Each party shall be given ten (10) minutes to answer any issues raised by the other side. The educational arbitrator shall make a decision within thirty (30) days of the conference. The Union and the Board agree to split equally the cost of the conference and the arbitrator. The decision of the arbitrator shall be binding on all parties.

Class Size and Special Limitations

1. The number of students in shops or labs is limited to the number of stations available in a given shop or lab.
2. English Composition classes are limited to an initial enrollment of twenty-five (25) students.
3. No teacher shall be assigned more than three (3) classes of English Composition as part of his/her total teaching load.
4. No teacher shall be assigned more than four (4) classes of Communication Skills as a part of his/her teaching load.
5. For teachers of English Composition, Communication Skills, and Communications, classes shall be a maximum initial enrollment of 150 students for the first semester and 125 students for the second semester.
6. Teachers of English Composition, Communication Skills, and Communications, may be scheduled for five (5) periods of student help sections.
7. Teachers of English shall have the option of exchanging courses in order to eliminate inequities in student load number, total load periods, and number of preparations. In the event they cannot agree, the decision of the Dean shall be final.
8. In classes where there are special limitations on size, the count determining initial enrollment shall be made on the first day of the second week of classes.
9. The ADA Transition Coordinator will be notified when an instructor is able to identify the presence of students with special needs. The ADA Transition Coordinator shall contact the proper agencies to secure whatever assistance may be available.
10. A full time teaching load for courses taught under government projects is established as follows [for the 1997-99 academic years, see Appendix H]:
 - a. 30 hours contact for basic skills courses and open labs.
 - b. 24 hours contact for English as a Second Language.

Extra Compensation for Travel Time

When a contractual teacher is required to travel and to teach at a facility utilized by the District other than the one where he/she normally performs his/her teaching duties, he/she shall be compensated ~~for such travel time at the rate of \$12.47 for 1997-98 and \$12.88 for 1998-99~~ according to table at Appendix R per allotted hour, or portion thereof, for each actual trip according to the following scale, in lieu of a reduction in teaching load:

This compensation shall be in addition to the mileage allowance. The foregoing provision shall not be applicable to visitations with students in the Agri-business Division or to an instructor specially employed to teach at a multiple teaching location who is required to travel within the District to fulfill his/her assignment.

One Way Travel Distance in Miles	Time Allotment in Hours
0-12	none
13-25	0.5
26-37	0.75
38-50	1
51-62	1.25
63-75	1.5
76-87	1.75
88-100	2
101-112	2.25
113-125	2.5
126-137	2.75
138-150	3

See Appendix B for hourly rates.

1. The District shall not be involved or concerned with the place of residence of any of its employees.
2. All employees of the District are responsible for the expense of travel from their homes to their primary work site and vice versa. This work site will become the base from which all travel expense reimbursement is calculated.
3. Travel expense reimbursement is meant to reimburse those employees of the District who are required by their work assignment to travel on District business over and above the travel mentioned in Paragraph 2 above.
4. Any travel required over and above that noted in Paragraph 2 above will be reimbursed at the current mileage rate.
5. If the total amount of travel required of a person because of work assignment is less than the mileage noted in Paragraph 2 above, there will be no reimbursement.
6. Situations which are not covered by the foregoing provisions shall be given separate consideration by the College President.
7. The location of a teacher's "primary work site" shall be the site where a majority of the classroom/lab portion of a teacher's assignment is conducted.
8. When necessary, the primary work site for a teacher will be identified on each semester's tentative and final teaching schedule.
9. The primary work site for a summer assignment shall be the same as the previous semester's primary work site.

Reimbursement for Travel Time

1. All employees of the District are responsible for the commitment of travel time from their homes to their primary work site and vice versa. This work site will become the base from which travel time reimbursement is calculated.
2. Travel time reimbursement is meant to reimburse those employees of the District who are required by their work assignments to incur travel time on District business over and above the travel time mentioned in Paragraph 1 above.
3. Therefore, on any given day, any travel time over and above that mentioned in Paragraph 1 above will be reimbursed at the current schedule identified as Extra Compensation for Travel Time in the Union Agreement.
4. If on any given day the total amount of time committed to travel because of work assignment is less than the travel time mentioned in Paragraph 1 above, there will be no reimbursement.
5. The payment of dollars for travel time expended in the fulfillment of teaching duties is in lieu of a reduction in teaching load.
6. ~~Approval of Travel~~ under the Extra Compensation for Travel Time provision of the contract must have prior approval of the appropriate Chairperson except where travel is required by a teaching schedule.
7. When an instructor is excused from his/her normal teaching assignment to attend a workshop, conference, convention, etc., there will be no travel time compensation.
8. Visitations with students in the Agri-business Division and the contractual teachers in the Supervisors' Management Technician program are not to be included in this agreement.
9. Situations which are not covered by the foregoing provision shall be given separate consideration by the College President.
10. When a contractual teacher is required to travel to another District to teach for them on a contracted basis, he/she shall be compensated for such travel time at the same rate and basis as allowed

when required to travel and teach at a facility utilized by the District other than the one where he/she normally performs his/her teaching duties.

The amount to be reimbursed when departing from home will be determined from the actual distance traveled less the distance from the teacher's home to their primary work site or 25 miles, whichever is less.

This compensation shall be in addition to the mileage allowance.

11. Interdistrict Travel

a. When a contractual teacher is required to travel to another district to teach for them on a contracted basis, he/she shall be compensated for such travel time at the same rate and basis as allowed when required to travel and teach at a facility utilized by the District other than the one where he/she normally performs his/her teaching duties.

b. The amount to be reimbursed when departing from home will be determined from the actual distance traveled less the distance from the teacher's home to their primary work site or 25 miles, whichever is less.

c. This compensation shall be in addition to the mileage allowance.

Table of Percent Teaching Load (Class Period)

Instructional Methods

Total Periods Per Week Assigned	A Large Group Lecture	B Demon. and Discussion	C Lab. or Quiz Section	D Skilled Lab and Shop	Special Assignment
1	6.6	5.0	4.3	3.8	35
2	13.3	10	8.6	7.6	HOURS
3	20.0	15	13.0	11.5	
4	26.6	20	17.3	15.3	
5	33.3	25	21.7	19.2	
6	40.0	30	26.0	23.0	
7	46.6	35	30.6	26.9	
8	53.3	40	34.7	30.7	
9	60.0	45	39.1	34.6	
10	66.6	50	43.4	38.4	
11	73.3	55	47.8	42.3	
12	80.0	60	52.1	46.1	
13	86.6	65	56.5	50.0	
14	93.3	70	60.8	53.8	
15	100.0	75	65.2	57.6	
16		80	69.5	61.5	
17		85	73.9	65.3	
18		90	78.2	69.2	
19		95	82.6	73.0	
20		100	86.9	76.9	
21		91.3	80.7		
22		95.6	84.6		
23		100.0	88.4		
24			92.3		
25			96.1		
26			100.0		

Section I—Academic Freedom

1. The spirit and policy of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating and publishing of findings in an atmosphere of freedom and confidence.
2. This spirit and philosophy is based on the belief that when students have the opportunity to learn and acquire knowledge from a variety of sources and opinions in an atmosphere of honest and open inquiry, they will develop greater knowledge and maturity of judgement.
3. Therefore, the freedom of each teacher to present within the classroom the truth as he/she understands it in relation to his/her area of professional competence is essential to the purposes of our school and society and shall continue to be upheld by the Board and the administration.
4. When the teacher speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. However, the teacher has the responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the institution.
5. Visiting Lecturers and Speakers.
 - a. Teachers may arrange for classroom lecturers or speakers to appear before regularly scheduled classes or groups of classes.
 - b. The teacher shall be responsible for the relevance of the lecture or speaker's subject matter to the course.

Section J—Lead Teachers

1. A Lead Teacher is the person assigned within any curriculum or program area who has responsibilities including but not limited to, coordination, scheduling, student affiliations, advising, placement, updating programs, development of new programs, and writing proposals. Such responsibilities shall not include supervision of bargaining unit employees. In the event of a dispute regarding the issue of supervision, the exclusive resolution mechanism shall be to refer the matter to the Union President and the Vice President-Human Resources who shall resolve the matter in consultation with the appropriate parties. Their decision shall be final.
2. Appointment of new, additional, or replacement lead teachers shall be done by a joint teacher-administrator committee which shall recommend to the College President the name of the person chosen. Final appointment shall be made by the Board. If the recommended candidate is not appointed the matter shall revert to the committee for a new recommendation.
 - a. The committee shall consist of three administrators and three teachers within the division (teachers shall be appointed in accordance with Article II, Section B.2. of the contract.)
 - b. Vacancies for such positions shall be posted as prescribed in the contract.
 - c. Any teacher who wishes to be considered for a position as lead teacher shall file his/her name with the committee.
 - d. The committee shall recommend only those teachers who meet the prescribed state board qualifications and are regular day school contractual teachers.
 - e. The committee shall reevaluate the appointment of the lead teacher every two years.
3. The division Dean and the lead teacher of each program now in operation shall prepare a job description which shall clearly enumerate the duties and responsibilities of the lead teacher, subject to review by the College President. The job description for any new lead teacher position shall be prepared by the division Dean and a committee of teachers within the division program.
4. The amount of time which shall be allotted for the implementation of the duties and responsibilities as assigned shall be determined in accordance with the job description.
 - a. The percentage of teacher load reduction shall be determined by dividing the number of hours per week devoted to coordination duties by 35, as shown in the Special Assignment

Column.

b. In determining the necessary amount of special assignment, assessment of hours necessary to implement the coordinating duties and responsibilities shall include but not be limited to consideration of the following:

- Size of program(s)
- Number of programs
- Number of teachers in program(s)
- Contact time with industry, business
- Student affiliations
- Number of students involved
- Number of evening programs
- Counseling
- Placement
- Updating programs or development of new programs
- Special problems

5. New or additional lead teacher positions may be created:

- a. When the Administrative Dean and the lead teacher or lead teachers in the program jointly recommend that the work load so warrants.
- b. Each request for the additional lead teacher position shall be forwarded to the College President and the Board giving in writing the basic reasons which have determined such request.
- c. Upon such recommendations, the Board may create the necessary position.
- d. Lead teachers for new or additional positions shall be chosen as in Section I.2. of this contract.

6. The lead teacher shall have the right to resign from the lead teacher position provided he/she notifies his/her Administrative Dean in writing at least six (6) weeks prior to the completion of the semester. It shall be understood that any such resignation shall not affect his/her status as a full-time contractual teacher provided a teaching vacancy exists.

7. The College President may recommend to the Board lead teachers who shall be returned to full-time teaching. Six weeks' notice shall be given in writing prior to the completion of the semester. It shall be understood that such transfer shall not affect his/her status as a full-time teacher. The lead teacher so transferred shall have the right of review through grievance procedures provided in the contract.

8. The lead teacher should receive per semester a remuneration at the following rate:

10% special assignment =	\$50.00
15% special assignment =	\$100.00
20% special assignment =	\$150.00
25% special assignment =	\$200.00
30% special assignment =	\$250.00

9. The lead teacher remuneration shall not in any case be less than what is presently received by any specific lead teacher.

Section K—Program Director

1. Definition: A "Program Director" is the person appointed to meet external accreditation who has responsibilities, including but not limited to, coordination, scheduling, student affiliations, advising, placement, updating programs, development of new programs, and writing proposals. Such responsibilities shall not include supervision of bargaining unit employees. In the event of a dispute regarding the issue of supervision, the exclusive resolution mechanism shall be to refer the matter to the Union President and the Vice President-Human Resources who shall resolve the matter in consultation with the appropriate parties. Their decision shall be final.

2. A job description which shall clearly enumerate the duties and responsibilities of the program director shall be prepared.
3. The amount of time which shall be allotted for the implementation of the duties and responsibilities as assigned shall be determined in accordance with the job description.
 - a. The percentage of teacher load reduction shall be determined by dividing the number of hours per week devoted to coordination duties by 35, as shown in the Special Assignment Column.
 - b. In determining the necessary amount of special assignment, assessment of hours necessary to implement the coordinating duties and responsibilities shall include but not be limited to consideration of the following:
 - Size of program(s)
 - Number of programs
 - Number of teachers in program(s)
 - Contact time with industry, business
 - Student affiliations
 - Number of students involved
 - Number of evening programs
 - Counseling
 - Placement
 - Updating programs or development of new programs
 - Special problems
4. Being appointed a program director shall not affect an instructor's status as a full-time contractual teacher. Resignation of a program director shall not affect his/her status as a full-time contractual teacher providing a teaching vacancy exists. Resignation shall be effective at the end of a semester or at a mutually agreeable time.
5. The College President may recommend to the Board program directors who shall be returned to full-time teaching. Six weeks' notice shall be given in writing prior to the completion of the semester. It shall be understood that such transfer shall not affect his/her status as a full-time teacher. The program director so transferred shall have the right to review through grievance procedures provided in the contract.
6. The program director should receive per semester a remuneration at the following rate:

10% special assignment =	\$50.00
15% special assignment =	\$100.00
20% special assignment =	\$150.00
25% special assignment =	\$200.00
30% special assignment =	\$250.00

Section L—Clerical Assistance

Clerical assistance will be provided for teachers to type tests, school business letters, operate copy machines, prepare transparencies and other such duties related to the instructional process. During periods of extraordinary requests for clerical services, teachers will be requested to present material prior to the date of necessary completion and such completion will be on the basis of priority of request.

Section M—Divisions

1. Staff Recommendations
 - a. The teacher members of each division, in conjunction with the division Dean, shall jointly recommend educational policy and procedures to the College President and the Board.
 - b. Divisional or interdivisional meetings shall be called by the appropriate Dean as

needs for such staff meetings arise. They should be well planned with the agenda and the minutes filed with the appropriate Dean and College President. Attendance is required unless there is a class conflict.

c. If the majority of teachers within a division so request, a divisional meeting shall be called. Items for the agenda shall be furnished by teachers and the appropriate Dean. Such meetings shall be convened no later than two school weeks after such request. Teachers and Deans shall make mutually satisfactory arrangements for classes.

2. Irregular Staff and/or Duties

Part-time Teachers

If there is a sufficient teaching load in a full-time program which is a continuous one, the Board shall hire in preference to a number of part-time teachers, a contractual teacher, provided a qualified teacher is available. [See also Appendix J: Use of Part-Time Teachers]

Section N—Scheduling

1. Scheduling of courses and hours shall be determined in consultation with the teacher and/or lead teacher or division Dean whichever is most appropriate. The decision of the appropriate Dean shall be final. A tentative schedule shall be issued to the teacher so that he/she shall have ten (10) days in which to suggest changes before the finalization of the schedule.

2. A teacher shall be notified of his/her program at least thirty (30) days before the end of the preceding semester. Necessary program changes shall be made in consultation with the teacher, the lead teacher and the division Dean.

3. Assignment of instructors to a specific hospital and service shall be on the basis of qualifications, experience and seniority provided a request for specific assignments is submitted in writing sixty (60) days before the end of the preceding semester in which the clinical rotations occur.

4. In order to meet the minimum requirements for extended laboratory experiences for all students in the Health Occupations Division, the Board and the Union agree to work together to reach a mutual agreement which will perpetuate the program.

5. Scheduling of courses and hours for all teachers in externally funded projects shall be determined in consultation with the teachers and division Dean. The decision of the appropriate Dean shall be final. Every attempt will be made to accurately project teacher schedules at least 30 days before the end of the preceding semester. At that time, a tentative schedule will be issued to each teacher. Due to the uncertain nature of project funding, the existence of this tentative schedule shall not hinder the ability of the Dean to modify schedules to meet program needs. Necessary program changes after the start of the semester must be made in consultation with teacher and the Dean.

Section O—Teaching Assignments

1. In assigning teaching duties, first consideration will be given to the primary competence of the teacher and to his/her experience in other fields as a teacher. No teacher shall be subject to teaching assignments other than those specified in his/her area of standard or provisional certification.

2. Teachers shall express in writing preferences in teaching assignments. Such requests shall be submitted at least ninety (90) days before the end of the semester prior to the semester for which the request is made. When any request for a course is not honored, the teacher shall be informed of the reasons in writing. The Dean shall make the final decision.

3. A current copy of the outline of instruction to be used in each course, including any revisions, shall be on file with the appropriate supervisor at the beginning of the semester.

4. Teachers shall only be assigned duties of a professional nature.

Section P—Teacher Participation

1. Teachers shall 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.
2. 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. Upon receipt of the notice, the matter shall be scheduled for a hearing. The student may be temporarily suspended pending the conclusion of the hearing or until the teacher agrees to permit the student to return to class, whichever occurs first.
3. All classes or courses for credit offered by MATC (Diploma, Associate Degree, and College Transfer) that are not taught in the conventional classroom setting shall be reviewed by the appropriate department faculty to ensure that such classes or courses meet or exceed the educational standards provided in the conventional classroom setting. Written comments should be forwarded to the appropriate supervisor.
[Note: Existing classes or courses, as of July 1, 1989, are not subject to this clause].
4. The teacher or teachers shall be present at any meeting or conference which is held for the purpose of assessing student action, safety, retention, accidents or behavior in which the teacher is involved.
5. 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.

Section Q—Innovation and Changes

1. Contemplated changes or updating considered necessary for continued excellence in the area of effective classroom instruction shall be presented to the administration by the teachers through the Administrative Dean in any given division and also from recommendations of advisory committees.
2. If the Board requires that a teacher acquire additional knowledge, training, or retraining beyond that required to achieve or maintain certification with the Board of the Wisconsin Technical College System, the Board shall provide, at its expense, the necessary training.
3. As much as is possible, innovations and/or changes shall be implemented when the necessary teacher personnel, training, books, supplies and equipment are available or arranged for before the program begins to operate.
4. A teacher may request additional areas of certification at any time. The Certification Officer shall promptly prepare and forward such requests. The Board shall pay the costs associated with such request if the Board requests the additional certification. The teacher shall pay the costs associated with such request if the teacher requests additional certification. No request for certification shall be forwarded without the consent of the teacher.
5. Laboratory and shop equipment shall be maintained in good educational condition for student use. At the mutual agreement of the instructor and District, the instructor shall be paid at the rate listed in Appendix R of \$15.87 for 1997-98 and \$16.27 for 1998-99 per hour for all repair of laboratory and shop equipment.
6. The teacher, upon request, shall be provided with a copy of the invoice for the items the teacher requisitions.
7. Any teacher who volunteers to move, set up, or unpack equipment shall be paid according to the table in Appendix R \$15.87 for 1997-98 and \$16.27 for 1998-99 per hour for hours worked outside

the regular workday as approved by the supervisor.

Section RQ—Processes for Faculty Professional Growth Review and Evaluation

Assessing faculty effectiveness may involve one of two procedures: (1) the faculty professional growth review process (FPGRP) or (2) the faculty evaluation process (FEP). Each process addresses a separate set of circumstances. The professional growth review process is a cooperative effort between the teacher and his/her immediate supervisor with the express purpose of achieving excellence in his/her faculty roles.

The Faculty Professional Growth Review Process

The Faculty Professional Growth Review Process (FPGRP) is recognized to be a cooperative effort between the teacher and the immediate supervisor with the express purpose of achieving excellence in the faculty roles. A primary focus of the FPGRP is achieving excellence in the area of effective and purposeful student learning. The Union and the Board have jointly developed the FPGR for monitoring faculty activities and produced a document entitled “Faculty Professional Growth Review” which reflects the philosophy and process of this component of the program for professional growth and development. The parties agree to abide by the principles and rules established in that document.

The Faculty Evaluation Process

The Faculty Evaluation Process (FEP) is the process used to assess the effectiveness of probationary faculty or a teacher who is not performing satisfactorily.

Probationary faculty will be evaluated in each year of the probationary period. A non-probationary teacher who is not performing satisfactorily will be notified by the appropriate supervisor as soon as this becomes evident and will be evaluated through the Faculty Evaluation Process to address any identified deficiencies in work performance. With the permission of the teacher, the Union will be notified. A conference between the teacher and the appropriate Dean or area coordinator making the evaluation shall be initiated immediately for the purpose of implementing improvements or changes in the educational procedures, techniques, materials, or facilities available.

Committee for Faculty Assessment Program

The Committee for the Faculty Assessment Program comprised of an equal number of representatives of the Union and the Administration, shall have the following responsibilities:

- a. Review and monitor faculty assessment processes under the Faculty Professional Growth Review Process (FPGRP).
- b. Review and monitor the faculty assessment processes under the Faculty Evaluation Process (FEP).
- c. Plan the process for educating teachers and administrators in the FPGRP and FEP.
- d. Recommend revisions of forms and instruments used to implement the FPGRP and FEP.
- e. Formulate and recommend all budgetary appropriations necessary to administer the FPGRP and FEP.
- f. Issue an annual report to the Union and the Board.

Section R—Teacher Evaluation

1. Teacher evaluation procedures are recognized to be a cooperative effort between the teacher and his/her immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction:

2. A teacher who is not performing satisfactorily will be notified by the appropriate supervisor as soon as this becomes evident. With the permission of the teacher, the Union will be notified:

3. A conference between the teacher and the appropriate Dean or area coordinator making the evaluation shall be initiated immediately for the purpose of implementing improvements or changes in the educational procedures, techniques, materials or facilities available:

4. The Union and the Board have jointly developed a teacher evaluation program and

~~produced a document, titled "Faculty Professional Growth Review," that reflects the philosophy and process of the teacher evaluation program. The parties agree to abide by the principles and rules established in that document.~~

~~5. The Faculty Evaluation Committee, comprised of an equal number representatives of the Union and the Administration, shall remain in force. The Committee shall have the following responsibilities:~~

~~a. Review and monitor teacher evaluation under the "Faculty Professional Growth Review" plan.~~

~~b. Educate teachers and administration in regard to the plan and teacher evaluation.~~

~~c. Review and revise forms and instruments used to implement the plan.~~

~~d. Formulate and recommend all budgetary appropriations necessary to administer the plan.~~

~~e. The Committee shall issue an annual report to the Union and the Board.~~

Section S—Teacher Files

1. If material derogatory to the teacher is placed in his/her file, he/she shall receive a copy at the time it is placed in the file.

2. 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.

3. The teacher shall be permitted to place in his/her file any material which he/she feels is pertinent to his/her professional career, performance and qualifications.

4. Communications of a nonprofessional nature or official grievances filed by the teacher shall not be placed in his/her file, nor shall any such material be used in any recommendation for job placement.

5. Upon request and identification the teacher shall have the right to see and to reproduce any material in his/her file with the exception of the material marked confidential by the submitter. It is understood that the file will remain in the Human Resources Office and will be read there. Any request for reproduction will also be done in the Human Resources Office.

Section T—Recommendations

If any teacher requests a letter or recommendation from the College President or other supervisory employee, and the College President or other supervisory employee agrees to write one, the teacher shall receive a copy of said letter or recommendation.

Section U—Inclement Weather

Teachers shall not have their salary penalized for being absent because of inclement weather. Provisions shall be made by the teachers for students to make up their classroom work on either a formal or informal basis. In the event of circumstances beyond its control (such as: a fuel shortage caused by an energy crisis, superior governmental mandate, a disaster caused by civil disturbance, fire or explosion or acts of God), the Board shall have the right to close the school or reduce hours for a period of time. When it appears the school will be in a position to reestablish normal hours or reopen, the Board shall so inform the Union, and the Board and the Union shall then negotiate a revised calendar for the balance of the term of this agreement.

The parties understand that a reduction in school hours or closing of the school for a period of time shall not be cause for a reduction or increase in the instructor's salary as specified in the contract.

Section V—Selling of Books and Supplies

No contractual teacher employed by the Board shall directly, or indirectly, engage in the solicitation or selling of school books, supplies or equipment to the district or to students attending District schools, which result in personal gain to such person.

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. This committee shall be composed of representatives of the administration and representatives of the Union. The total number shall be no more than four (4) unless otherwise mutually agreed with the representatives being selected by the group they represent. The committee shall:

- a. Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that adopted safety recommendations have been implemented.
- b. Recommend to the Board any necessary inservice staff training in safety.
- c. Make recommendations for the correction and elimination of unsafe or harmful conditions or practices.
- d. Provide and maintain adequate first aid supplies and equipment, and keep all employees informed of all first aid and safety procedures recommended by this committee.
- e. Review all disabling injuries and illnesses, investigate causes of same and recommend rules and procedures for the prevention of accidents and for the promotion of the health and safety of the employees and the students.

2. Where the Board specifically requests in writing that a teacher wear safety shoes, safety glasses, protective helmets, or ear plugs, the Board shall furnish same. The items specifically enumerated shall be worn only while performing contractual duties.

3. Employees shall not be required to pay more than rates charged the general public for use of the District's health/fitness facilities.

4. The District shall pay the cost of appropriate testing and preventative measures as recommended by the District's medical advisor for an instructor 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 plan.

Section C—Worker's Compensation

If a teacher is absent from work due to an incapacitating injury because of an assault or other injury incurred as a result of his/her performing services directly related to his/her employment, the following shall apply:

1. If this injury is covered by Worker's Compensation, he/she shall receive in addition to the Worker's Compensation, the difference between this payment and his/her regular salary for the period of absence caused by the disability from the first day following the incident or accident. This shall be in addition to his/her accumulated sick leave. During this period of time, the teacher's other fringe benefits shall be maintained.

2. In the event this injury is being contested under the Worker's Compensation law, the teacher shall be covered for the period(s) of contest. The total amount of coverage under this provision shall not exceed a cumulative total of 190 work days. If the injury is determined, after the contest(s) not to be covered by the Worker's Compensation law, the teacher's sick leave account will be charged for the period

of absence up to the amount of the teacher's total accumulated sick leave.

3. In order to be eligible for this benefit, the teacher shall promptly report the incident to the Board or its designated representative.

4. If a teacher is finally adjudged guilty of a criminal charge as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

ARTICLE VIII Leaves of Absence

Section A—Rules Governing

1. The Board shall continue to pay all benefits which accrue to any teacher on leave with pay.

2. The Board shall allow the teacher to continue to pay all benefits which accrue while he/she is on leave without pay unless prohibited by Wisconsin Statutes or by the agency or company involved.

3. Teachers who work the first semester and are on an approved leave second semester receive college-paid health insurance from August through January. Teachers who are on leave first semester but work second semester receive college-paid health insurance from February through July.

Section B—Sick Leave

1. Teachers covered by this agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year of employment. Sick leave shall be totally accumulative to 190 days. The ten (10) days shall accrue at the beginning of each school year. In the event the teacher leaves the employment of the Board, a deduction shall be made from the last pay check to reimburse the Board for used but unearned sick days.

2. A newly employed teacher will accrue the ten (10) days for the first contract year immediately.

3. No later than thirty (30) days after the beginning of each new school year, each teacher shall receive an accounting in writing of the total number of sick leave days he/she has accumulated to that time.

4. 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 also making up the work-absence, no deduction from sick leave shall be made.

5. In computing prorata sick leave, each of the ten (10) months from August through May equals one day. Service for one-half a month or more will be granted one day; for one-fourth to one-half a month a half-day sick leave will be granted.

6. For the term of this agreement, summer school sick leave calculation shall be determined as follows:

a. When a summer contract is issued at a percentage of a semester load, sick leave earned is calculated using that percentage. Example for a 20% load: 5 (number of days earned each semester in a 100% contract) x 0.20 (load) = 1 day.

b. When a summer contract is issued using weeks, sick leave is calculated using the following formula: $0.263 * \text{number of weeks worked} \times \text{percent of semester load}$. Example for an 80% load for 4 weeks: $0.263 \times 4 \times 0.80$ (load) = 0.75 day.

All figures are rounded to the nearest quarter of a day.

*Proration of 100% school year contract: 10 sick days divided by 38 weeks = 0.263 per week.

7. Teachers covered by this agreement who are teaching less than 100 percent but more than 50 percent shall have their sick leave pay computed on a prorated basis commensurate with the percentage of time paid in the individual's teaching contract.

8. A contractual teacher who earns sick leave in excess of 190 days shall receive a cash sum equivalent to the teacher's academic year salary (based on a 100% load) divided by the number of

academic year contractual days (190) times fifty percent (50%) of any unused sick days. Payment is to be made annually on the second payday of September the fiscal year following accumulation of excess sick leave days.

Section C—Maternity Leave

1. A leave of absence without pay for a period up to one (1) year shall be granted for maternity. Accrued sick leave may be used for all or any part of such leave.
2. Requests for such leave shall be made to the Vice President of Human Resources in writing three (3) months prior to the date the leave shall begin.
3. A woman shall have the right to continue in her position until date of delivery provided:
 - a. Such request is made in writing by the pregnant woman.
 - b. The request is accompanied by a statement from the woman's physician, on a form to be provided by the Board, stating projected date of delivery and indicating that in the physician's professional judgment, the woman may healthfully continue her duties until the projected date of delivery.
 - c. Should conditions change at a later date, the woman and her physician will so advise the College President in writing.
4. A teacher granted such leave shall retain all benefits as if she were in regular service. She shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and, her absence shall not be construed as a break in service for any purpose.
5. A teacher on such leave shall be permitted to make her own and the Board's regular contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.
6. Upon return, the teacher shall be placed in her original position or in a position equivalent to the one previously held.

Section D—Child-Rearing Caregiver Leave

1. Upon request, a teacher shall be granted a leave of absence for up to one year without pay for purposes of rearing a child or giving of care to a member of the immediate family. For the purposes of this section only, immediate family shall mean spouse, children, parents, spousal equivalent, dependent (IRS definition) or grandparents.
2. Upon return, the teacher shall be placed in the original position, or in a position equivalent to the one previously held.

Section E—Bereavement Leave

1. A teacher who is absent because of the death of a member of his/her immediate family, or a dependent who lives in his/her household shall be paid for the time lost from his/her regularly scheduled duties for a period up to five (5) days.
2. Bereavement leave may also be applied for other members of a family or special relationships upon application and where the existence of special circumstances arises.

Section F—Military Leave

1. All teachers who enlist for the minimum required time in the given branch of service or are drafted for military service or appointed to government service associated with the military shall be granted a leave of absence without pay.
2. A teacher 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.
3. He/she shall continue to accrue seniority for salary increments and all other purposes

where seniority is a factor; and his/her absence shall not be construed as a break in service for any purpose.

4. Every effort will be made to place returning teachers with physical handicaps.
5. A teacher who is a member of a reserve component of the Armed Forces, who is required to enter upon active training duty or temporary special service, shall be paid the difference between the amount of pay he/she receives from the Federal or State Government for such duty and his/her regular earnings, calculated on the basis of his/her normal daily or weekly salary and any additional normal earnings for the time lost while on such duty up to four weeks per year. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the government.
6. Any teacher required by an involuntary call to report for an induction physical examination shall be excused with pay for such examination. Such absence shall not be deducted from accumulated sick leave.
7. If a veteran has had previous satisfactory teaching experience in a technical college or a similar type institution, though not in Madison Area Technical College District, full year-for-year credit shall be allowed for such teaching experience, plus full credit for each year of military service up to four (4) years. Additional credit for military service maybe given at the discretion of the College President.

Section G—Sabbatical Leave

1. Sabbatical leave may be granted after six (6) years of continuous teaching within the District.
2. No more than two percent (2%) of the teachers in the District shall be absent on sabbatical leave at any one time.
3. Requests for sabbatical leave are to be made in writing to the Education Opportunities Committee ~~College President~~ before March 1 of the school year preceding the school year for which the leave is sought.
4. Such leave shall be granted for the purpose of study, foreign teaching or other approved reasons for a period not to exceed one year at full salary for the first semester and 70% salary for the second semester; all fringe benefits with continuing seniority shall accrue.
5. The teacher shall remain in the employ of the District for a period of one year following his/her return from sabbatical leave, or reimburse the District for funds received while on leave.
6. Such leave shall be subject to the following financial arrangements:
 - a. If leave is granted for a full school year of ten (10) months, the teacher shall be paid at the rate of 100% of salary for the first semester; 70% of salary for the second semester based on his/her current salary as of the date such leave begins. The amount shall be paid in equal biweekly installments during the period of the leave.
 - b. If such leave is granted for a semester, payment of 100% shall be prorated.
 - c. No sabbatical leave shall be granted for less than a full semester.
 - d. All such leaves shall be approved by the Board.
7. In the event that a teacher has a specific grant which will afford him/her some financial aid, the Board and the Union will adjust the special circumstances within the meaning of Section G.
8. Nothing in this Section shall preclude the Board and the Union from authorizing partial sabbaticals or other variations of the foregoing on an individual non-precedential basis. Any such agreements shall be in writing.

Section H—Emergency/Personal Leave

1. No deduction of salary shall be made for absence due to the following:
 - a. Subpoena or Summons to Court. This leave is not available where the subpoenaed party is acting in the capacity of an expert witness and is receiving compensation therefore.
 - b. Quarantine or contagious disease.

c. Illness or emergency in the family (father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law) requiring the teacher's presence not to exceed five (5) days in any one school year.

d. Absences not covered by the above shall receive special action of the College President.

2. One (1) day of personal leave in any school year (July 1-June 30) shall be granted without the need to provide reasons. Such day shall be deducted from sick leave and the day shall not accumulate from year to year.

Section I—Jury Duty

1. A teacher absent from duty because of selection for jury duty shall be paid by the Board the difference between his/her regular salary and that for jury duty for the period of time he/she is required to serve.

2. Such items as subsistence, travel or other expense allowance paid shall not be included in determining pay received for jury duty.

3. Such time shall not be deducted from sick leave accumulation or annual personal leave.

Section J—Professional Leave

1. Definition

a. Professional leave shall be defined as release from classroom duties for the purposes of attending professional meetings, seminars, workshops, conferences, conventions, institutes, visiting schools and others leave of a similar nature.

b. In order to be considered professional, a meeting must meet at least one of the following requirements:

(1) It must be in one's teaching field or in the general field of education, adult education or vocational education.

(2) It must be designed to increase knowledge, skills and understanding of subject or related educational matter.

(3) It must be designed to update knowledge in rapidly changing fields.

(4) It must be designed to improve teaching methods which will, in turn, improve instruction of students.

2. The Board shall reimburse the teacher for all reasonable expenses incurred: i.e., transportation, lodging, meals, and registration or other fees while on approved professional leave.

3. Teachers shall apply to the College President for professional leave using the form provided. (See Appendix F.) Professional leave shall be granted upon request with approval of the College President and the Board. If the request is denied, the President shall state in writing to the teacher the reasons for the denial, and shall provide a copy of the denial statement to the Union.

4. Proper arrangements for substitutes shall be made by the Administration.

5. The teacher shall not suffer loss of salary and the days shall not be deducted from sick leave or annual personal leave.

Section K—Civic Participation Leave

1. Upon request, a teacher shall be granted such leave without pay for a period of one elective term or an appointive period not to exceed four (4) years. The parties shall cooperate to find a suitable replacement instructor and secure an orderly transition.

2. Such leave includes, but is not limited to the following:

a. Election or appointment to an office in the Federal, State, County or Municipal

government or subdivision thereof.

b. Election or appointment to an office in a local union cooperative or credit union enterprise serving Board employees.

3. The teacher shall, upon request, be reinstated provided he/she applies for reinstatement within sixty (60) days after the end of his/her term in such office or assignment. Such reinstatement shall not take effect until the beginning of the next school year, unless otherwise approved by the College President.

4. The teacher shall notify the Board, in writing, of his/her intention of accepting such office or assignment and the leave shall be granted for the duration of only one term of office or appointment.

5. A teacher on such leave shall, if he/she so desires, be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. Upon return, the teacher shall be placed in his/her original position or in a position equivalent to the one previously held.

7. A teacher granted such leave shall retain all benefits as if he/she were in regular service. The teacher shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the leave shall not be construed as a break in service for any purpose.

Section L—Union or Federation Service Leave

1. Upon ten (10) school days notice, a teacher shall be granted such leave without pay. The parties shall cooperate to find a suitable replacement instructor and secure an orderly transition.

2. Such leave includes, but is not limited to, election or appointment to perform service as a representative of the Local Union (Local 243), the International Federation (AFT), the State Federation (WFT) organization as such, or any labor division of a state or federal government agency on an annual, temporary or emergency basis.

3. Such leaves of absence shall be granted only upon the request of the President of any of the above Union or Federation organizations or upon election by the members of any of the above Union or Federation organizations.

4. The teacher shall be returned to his/her original position or to a position equivalent to the one previously held.

5. A teacher on such leave shall, if he/she so desires, be permitted to make his/her own and the Board's contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. A teacher granted such leave shall retain all benefits as if he/she were in regular service. The teacher shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the leave shall not be construed as a break in service for any purpose.

Section M—Annual Federation Leave

1. The Board shall make available to the Union fifteen (15) ~~ten (10)~~ days annually with pay for Union business or other school activities outside the system provided there is mutual agreement.

2. The President of the Union shall give ten (10) school days' written prior notice to the College President stating the days of leave needed for the person or persons so designated.

3. The teacher taking such leave shall suffer no loss of pay or deduction from any other type of leave.

4. At no time shall more than two teachers from one division be on Annual Federation Leave.

Section N—Occupational Leave

1. A teacher requesting leave to acquire knowledge and experience in his/her field by accepting employment other than at the school may be granted such leave by the Board.

2. A teacher on such leave shall be permitted to make his/her own and the Board's contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

3. The teacher shall be returned to his/her original position or its equivalent unless his/her added experience and training qualify him/her for a different classification. In such cases he/she shall be so placed, if an opening exists.

4. A teacher granted such leave shall retain all benefits as if he/she were in regular service. The teacher shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the leave shall not be construed as a break in service for any purpose.

Section O—Leave Without Pay

1. Subject to the recommendation of the College President and the approval of the Board, a teacher who so requests may be granted a leave of absence for up to one year without pay.

2. Upon return, the teacher shall be placed in the original position, or in a position equivalent to one previously held.

Section P—Work Experience Upgrade Leave

1. Definition

a. Work experience upgrade leave shall be defined as release from classroom and educational duties for the purposes of retraining or upgrading of work experience with another employer.

b. Work experience upgrade leave may be granted for partial or full-time release from classroom and educational duties.

c. The maximum time granted for work experience upgrade leave shall not exceed one year.

d. Work experience upgrade leave may be either paid or unpaid by the other employer. Salary or lack of thereof is one of the considerations to examine when determining whether to grant the leave.

2. During the period of work experience upgrade leave, the teacher shall be deemed a contractual employee of the District. The employee shall receive the difference between his/her regular salary and that paid by the other employer for the period of the leave provided the salary the teacher receives from the other employer is less than the regular salary of the teacher. The employee shall also receive all fringe benefits to which he/she is entitled as if the employee worked continuously for the District.

The teacher shall remain in the employ of the District for a period of one year following his/her return from work experience upgrade leave or shall reimburse the District for all salary and fringe benefits received from the District during the leave period.

3. All such leaves shall be subject to approval by the District Board.

Section Q—Job Share

Job sharing arrangements may be established under the following principles:

1. Job share shall be voluntary and mutually agreeable on part of the employees involved, the Union and the District.

2. A job sharing arrangement shall be for a period of up to one school year and will be renewable upon agreement of all parties referenced in a. above. Unless approved by the District, the total cost (salary, salary related fringe benefits, and insurance) of a job share arrangement may not exceed the total cost the District would have expended if the primary job sharer had continued under his/her normal contract.

3. Persons participating in a job sharing arrangement are entitled to prorated salary and fringe

benefits. Subject to any limitations by insurance carriers, the cost of prorated fringe benefits may be pooled and the employee may use such pool for purchase of one or more fringe benefit(s) rather than receiving all fringe benefits. A job share employee may also use the unspent pool of the other job share employee for the purchase of contract fringe benefits on the same basis and terms as provided to other bargaining unit members.

4. A person hired to fill a job share shall, for the purposes of seniority and probation, be considered a replacement teacher.
5. Persons involved in a job share shall be members of the bargaining unit and, as such, are entitled to all rights, unless modified above, under the collective bargaining agreement.
6. Job sharing shall not be applicable nor affect traditional reduced contract arrangements.

Section R—Release Time for Union Officers

1. There will be a 50/50 split between the District and the Union on replacement costs for a Union Officer's release from normal duties. The total amount of release time available will be 110 percent (effective 7/1/98; 120 percent) to be divided among a maximum of four (4) people.
2. Before the Union determines the allocation for its officers, representatives of the Union will meet and confer with the Vice President of Instructional Services/Vice President of Student Services for a reasonable exchange of ideas. The final decision for allocation will be the Union's. The District will pay the Union officers' salary and benefits as provided in the contract.
3. Representatives of the Union and Vice President of Instructional Services/Vice President of Student Services will also meet and confer concerning how the College will replace the released Union officer. If representatives of the Union and the Vice President of Instructional Services/Vice President of Student Services are unable to reach agreement concerning such replacement, the following conditions will prevail:
 - a. If the release time for an individual officer is less than 50 percent, the release time will be covered by a part-time employee(s) at an hourly rate. No fringe benefits will be provided. This cost will be shared on a 50/50 basis.
 - b. If the release time for an individual officer is greater than or equal to 50 percent, the release time will be covered by a job share employee at a prorated salary, but no other fringe benefits will be offered. This will be called the Union Officer's Job Share. This cost will be shared on a 50/50 basis. There will only be one Union Officer Job Share at any one time unless agreed otherwise.
4. The Union relinquishes any claim under Article VI, L., of the Master Agreement to the aggregation of any work given to employees replacing Union officers. As such, the Union agrees that it will not file or support any grievance alleging that the work assignment for replacement employees could be aggregated to a contractual position.
5. The Union officers who receive release time under this sideletter shall retain their status as full-time employees.

Section S—Short Term Substitute Leave

1. A teacher may have an occasional need to be absent from class for a very short period of time for a variety of legitimate reasons. For this occasional need, another qualified full-time instructor can volunteer to fulfill the first teacher's contractual obligation. The supervisor should be informed in advance on any such short-term substitution.

ARTICLE IX Salary and Teacher Welfare

Section A—Salary Schedule

1. The 1997-98 salary schedule shall be adhered to for all teachers as in Appendix C1 and

C2 attached.

2. The 1998-99 salary schedule shall be adhered to for all teachers as in Appendix D1 and D2 attached.

3. Any credits earned previous to service in the system and used for proper placement on the salary schedule are consumed at the time of appointment with the exception that contractual teachers may have credited to their account those credits applied toward obtaining a bachelor's or master's degree. They will be advanced to the proper classification upon presentation of evidence that a degree has been earned. The contractual salary shall be adjusted at the beginning of each semester.

4. Credits as defined in Section A, item 5, earned but not consumed at the time of placement on the salary schedule and which are appropriate for the next classification shall be credited to the teacher's account. It is the teacher's responsibility to provide such credentials and make written request for the appropriate salary schedule adjustment. The contractual salary shall be adjusted at the beginning of each semester.

5. The salary schedule is based upon educational background and practical work experiences. It consists of two (2) groups and four (4) subgroups:

-
-
-

Vocationally Based Placement

	G3	G3A	G3B	G4	G4A	G4B
<u>Bachelor's Degree Equivalent (BE)</u>	BE	BE+12	BE+24	BE+30	BE+42	BE+54
<u>Master Craftsman (MC)</u>				MC	MC+24	MC+48

-
Academically-Based Placement

	G3	G3A	G3B	G4	G4A	G4B
<u>Bachelor's Degree (BD)</u>	BD	BD+12	BD+24	BD+30	BD+42	BD+54
<u>Master's Degree (MA)</u>			MA*	MA+12	MA+24	

** Note: For purposes of initial salary placement, a Master's Degree will be presumed to equal 30 credits. Credits toward the Master's in excess of 30 will be used to fulfill the additional credit requirement for advanced placement at a higher level.*

a. ~~Group III—Bachelor's degree or the equivalent to include three (3) year Registered Nurses plus thirty (30) credits:~~

~~G-3A—Group III plus 12 credits as defined below.~~

~~G-3B—Group III plus 24 credits as defined below.~~

b. ~~Group IV—Master's Degree, Master Craftsman or Group III plus 30 additional credits as defined below:~~

~~G-4A—Master Craftsman plus 24 credits or Group IV plus 12 additional credits as defined below or Master Craftsman with a Bachelor's Degree plus 12 credits as defined below.~~

~~G-4B—Master Craftsman plus 48 credits or Group IV plus 24 credits as defined below or Master Craftsman with a Bachelor's Degree plus 24 credits as defined below.~~

6. Credit Definitions

a. Credit shall be given for movement horizontally on the salary schedule for any credits which are acceptable to a graduate school.

b. Credit shall be given for movement horizontally on the salary schedule for any

credits which are acceptable to a college or university accredited by the North Central Association of Colleges and Schools, or its equivalent in other states which have content relevant to the instructor's teaching field provided the course is approved by the College President before the instructor takes the course. If there is disagreement between the teacher and the College President, the decision of the Board shall be final. This paragraph shall not apply to any credits completed or work started prior to January 1, 1972.

c. The term credit used in Group III—3 year registered nurses, and with master Craftsman shall mean college credit.

7. Salary and Schedule Definitions:

a. Master Craftsman—an individual who is not a college graduate and who wishes to qualify as a teacher with a Master Craftsman classification and receive the regular annual increments must have served a registered apprenticeship and have a total of five years of practical experience in his/her special field of work. Work in closely allied fields will be given half credit, such credit not to exceed an evaluation of more than two (2) years.

b. An indentured apprentice in any trade will be given full credit evaluation for the time spent as an apprentice.

c. Practical work evaluation will be given for nine (9) years of practical experience, five (5) years of which will be needed to be placed in the Master Craftsman group.

8. Newly employed teachers shall be placed on the salary schedule and shall be credited for:

INITIAL SALARY PLACEMENT

FACULTY POSITIONS

Name _____

Position _____

GROUP PLACEMENT (educational level) _____

Carry over credits _____

(for use toward future salary advancement)

STEP PLACEMENT (credit for prior experience)

Full time teaching experience

100% credit for K-12 or post-secondary _____

Part time teaching experience

25% credit for post-secondary _____

Vocational experience

50% credit _____

Other _____

TOTAL EXPERIENCE CREDIT _____

(placement at next highest level, maximum at (8): _____

Note: Data obtained from the application materials (VE-CE 112), transcripts, and resume. Please contact the Human Resources Office within 30 days of your date of hire if you wish to provide additional information.

~~a. All previous degrees and credits earned:~~

~~_____ b. Teaching classes part time in a program of the District, such credit to be allotted on a prorata basis:~~

Section B—Professional Growth and Salary Placement

1. It is recognized by the Union and the Board that for the purpose of maintaining and achieving excellence in the area of effective and purposeful classroom instruction teachers shall be expected to pursue a program which contributes to their continuing professional growth.

2. It is recognized that a teacher who attends an accredited college, university, recognized

trade school or recognized industrial training program which provides training or a course of study or gives credit toward a degree in his/her field shall be considered as pursuing a program of professional growth and shall be given credit toward horizontal advancement on the salary schedule.

3. The Union and the Board recognize the Educational Funding Committee as having two primary areas of responsibility.

a. To distribute and monitor the use of funds targeted for Individual Teacher Educational Opportunities.

b. To identify additional sources of funds in support of such opportunities.

Section C—Extracurricular Activities and Duties

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

Section D—Summer School

1. Teaching positions in the summer school shall be filled by teachers on the regular employed staff of the preceding year if such qualified teachers are available and consent.

a. Instructional Services shall create a standard form on which teachers who wish to teach in the summer shall express their “Intent to Teach Summer School” and their preference for a particular course(s). Instructional Services shall distribute the form by February 15.

b. The “Intent to Teach Summer School” form must be completed, signed, and returned to the Division/Department/Campus on or before March 1.

c. Failure to return the form by March 1 shall disqualify a teacher from teaching in summer school. However, the College may recruit teachers to teach a particular course(s) in summer school after the March 1 deadline provided no other teacher who properly filed the “Intent to Teach Summer School” form is available and consents to teach such course(s).

2. Salaries for teaching in the summer session shall be calculated by multiplying ninety-five percent of the course classification load times salary classification of the previous academic year divided by 2. The course classification load is determined by the official course classification and the hours per week as agreed to by the Union and the Board. Example:

$95\% * (\text{Course Classification Load}) * (\text{Salary Classification of previous academic year}/2) = \text{Salary}$
Teaching loads during summer session shall be consistent with Article VI, Section G.

3. July 4 shall be considered a legally paid holiday.

4. The Behind-the-Wheel Driver Training courses will be exempted from the rate of payment as set forth in two (2) above.

5. Individual contracts for the summer school session shall be issued separately from the regular school year contract.

6. Office hour(s) shall be posted and maintained by summer school teachers.

Section E—Method of Payment

1. Teachers may select one of the following salary options.

a. Their annual salary is payable semimonthly on the 15th and the 30th of a month, commencing on August 30 of a school year, in:

(1) 19 equal payments.

(2) 24 equal payments.

b. In the case of summer assignments, payments will be made biweekly by separate checks.

c. Option must be made in writing to the payroll supervisor before August 1 of any given school year to be effective for the ensuing school year.

d. Option, as originally indicated, shall remain from year to year unless changed in writing by the teacher by the time indicated in c. above.

2. When the date for the regular salary payment occurs on a weekend, holiday or school year recess, salary checks shall be paid on the last school day before the weekend, holiday or school year recess. The final check for teachers on the 19 installment pay plan will be issued on the last day of the school year as provided in Article VI, Section D.

3. New teachers shall select their option at the time of signing their contract.

4. Teachers who are members of the credit union may arrange for payroll deduction for payment to this organization.

5. The Board shall provide for payroll checks to be distributed at the teacher's choice to:

- a. teacher's mailbox
- b. teacher's home address
- c. teacher's financial institution provided the teacher signs an agreement holding the

Board harmless.

6. The Board shall provide for voluntary payroll deductions for those teachers who wish to contribute to WVA and/or one other union approved organization.

7. On behalf of those contractual teachers who wish to participate, the Board shall provide for payroll deduction for group insurance premiums, provided only one insurance company is involved for each type of insurance.

8. A teacher who resigns or is given a leave of absence without pay during a school year is paid on the following prorata basis:

No. of Days Taught
 ----- x Total Yearly Salary

190 Day Contract

If the teacher who resigns or is given a leave of absence without pay during a school year has received checks which do not equal the prorata earnings, an additional full payment is made to the teacher. If the teacher has received checks which exceed the prorata earnings, a refund must be made by the teacher.

Section F—Fringe Benefits

1. Health Insurance

a. Effective July 1, ~~2000~~ ~~1997~~, the Board agrees to pay ~~\$843.28~~ ~~\$645.83~~ per month toward the family coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance as approved by the parties in May ~~2000~~ ~~1997~~. The Board agrees to pay ~~\$336.03~~ ~~\$255.85~~ per month toward single coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance as approved by the parties in May 2000 ~~1997~~. The Board agrees to pay ~~\$536.64~~ ~~\$440.33~~ toward the monthly premium for Group Health Cooperative family coverage, extended health plan. The Board agrees to pay ~~\$200.79~~ ~~\$164.76~~ toward the monthly premium for Group Health Cooperative single coverage, extended health plan. (Effective July 1, ~~2001~~ ~~1998~~, the Board dollar contribution to the cost of the above coverages shall be revised to 96% of the then current premium amount, but shall be expressed herein as a dollar amount.)

The Board shall retain the right to change and/or add insurance carriers and/or administrators, however, the benefits provided under the health insurance plan may not be changed without agreement of the parties. The health insurance plans are subject to the rules of the underwriting company or cooperative.

b. The Board agrees to pay 90% of the premium of the dental insurance presently in effect. It is agreed that the Board is free to select the carrier or self-fund for the above mentioned insurance provided that the benefits under the new carrier will be equal to or greater than the benefits afforded by the policy presently in effect. The Board's contribution of 90% is equal to ~~\$22.88~~ ~~\$19.78~~ for single coverage and ~~\$63.96~~ ~~\$50.01~~ for family coverage. Effective June 1, ~~2001~~ ~~1998~~, the Board dollar contribution to the cost of dental insurance shall be revised to 90% of the then current premium amount, but shall be expressed

herein as a dollar amount.

c. The Board, the Faculty Union, and the PSRP Union shall appoint a joint Health Care Committee. This Committee shall be composed of representatives of the Administration and representatives of the Union. The total number shall be no more than six (6) unless otherwise mutually agreed, with two (2) representatives being selected by each of the three groups. The Committee shall:

(1) Working with the Employment/Benefits Administrator, oversee continuous employee health care education and monitor quality of service of vendors.
 (2) Analyze data to identify trends and high cost items.
 (3) Assist and cooperate in the preparation for the bidding/rate setting process for the next insurance period.
 (4) Work with the Employment/Benefits Administrator, and insurance carriers provide to health and dental care education and information including but not limited to information concerning:

- a. Prescription drug alternatives to name brand drugs.
- b. Drug usages and costs.
- c. Comparative cost of various health care services including

hospitals, clinics, doctor, and pharmacies.

All of the above education must be in compliance with the right of the patient confidentiality.

2. Life Insurance

The Board shall participate in and pay for 90% of the total cost of Group Life Insurance for teachers. The Board shall exercise its option to provide 75% paid up life insurance at age 65 and 50% paid up life insurance at age 66 or after.

3. Liability Insurance

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

4. Physical Examinations

a. 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.

b. 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.

5. The Board shall pay the required employee contribution on all applicable wages to the Wisconsin Retirement System. Teachers shall retain full vesting right to these contributions.

6. Tax Sheltered Annuities

On behalf of those contractual 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. The Board, at least twice per year, shall publish in the Staff Bulletin, all available vendors for TSAs.

7. Long Term Disability Insurance

a. The Board shall pay the full cost of long term disability insurance.

b. All benefits now available to employees shall remain in effect.

~~c. The Lincoln National Life Insurance Company, Fort Wayne, Indiana is the insurer.~~

~~d. The Master Insurance Policy numbers are D-15, 612, and D-15, 613, copies of which are filed with the Board and Union.~~

~~e. A Certificate of Coverage Form D-15, 612, and D-15, 613, AFC-9-74 shall be given to each contractual teacher.~~

~~c f. The maximum payments shall be \$5000/month (\$1153.85 week) (75% of gross~~

monthly/weekly salary): The benefits will be payable at 75% of gross monthly/weekly salary with maximum payments of \$8000/month.

d. When an employee has been covered by disability insurance for a period of 3 consecutive years, his/her employment with the District shall be considered terminated.

8. The Union shall receive a copy of all master insurance policies and a sample of all individual insurance policies concerning contractual staff. The Union shall also receive a copy of all communications between the school and the various insurance agencies when such communications are related to the contractual staff as a group.

9. For a period not to exceed six (6) months, the Employer shall continue to pay or share in the premium payment as provided under the sections related to "Insurances," all insurances for persons who are in disability status. An employee in disability status shall be permitted to make a full contribution for all benefits requiring such contributions unless prohibited by Wisconsin statutes or the agency or company involved. For purposes of this section, "disability status" will be defined as receiving disability benefits under paragraph #7 above.

Section G—Retirement Policy

1. If the Board should, due to need of the teacher's services, renew or extend the teaching contract of a retired teacher who has been a member of the teaching staff of the District, the salary paid to the teacher will be in accordance with his/her placement and classification on the salary schedule at the time of retirement.

2. All other benefits shall also accrue to this teacher in accordance with this contract unless prohibited by Wisconsin Statutes or by the insurance agency or company involved.

3. A contractual teacher who has been employed by the Board for a period of five (5) or more years and who has attained the age of 55 years, and who retires, shall have the option to continue the health insurance coverage which he/she was provided while employed at his/her own expense and subject to the approval of the insurance carrier. This option shall terminate if the retired teacher obtains gainful employment which entitles the teacher to be covered under the new employer's health insurance plan. When permitted by the insurer, the teacher's rights shall accrue to the benefit of his/her heirs.

4. One-half of unused accumulated sick leave, up to a maximum of ninety-five (95) days of full pay is to be used to continue the payment of health insurance premiums for a teacher and his/her eligible dependents at the time of retirement (disability, early, or normal). The teacher has the option to request (or in the event of the death of the teacher, his/her designated beneficiaries shall receive) a lump sum payment equivalent to the total benefit less any payment for the extended medical coverage. The beneficiary designated under the Board's group life insurance shall receive the payment unless the teacher has filed a different designation in writing with the Board.

5. [For the 1999-2002 ~~1997-99~~ contract years, see Appendix O] A contractual teacher who has been employed by the Board for a period of 15 or more years and who has attained the age of 60 years may elect to retire at the end of the year during which that teacher has attained age sixty (60) or in any year thereafter. Upon such an early retirement, the teacher shall be eligible to receive the following benefit:

a. A monthly retirement payment equal to that which the teacher would receive from the Wisconsin Retirement System had retirement taken place at sixty-five (65). This payment shall be a combination reduced WRS payment and Board payment with the sum equal to age sixty-five (65) benefits. This benefit does not provide for additional years of service credit.

6. The Board shall make available an alternative insurance option(s) for retirees. One provider is the Wisconsin Physician Services, Health Insurance as the insurer. The Master Insurance Policy is "The Care Share Plan," copies of which are filed with the Board and Union. The premium is the responsibility of the retiree. The Board shall retain the right to change and/or add insurance carriers and/or administrators. However, the benefits provided under the insurance plan may not be changed without

agreement of the parties. The health insurance plans are subject to the rules of the underwriting company or cooperative.

Section H—Authorized School Business and/or Travel

1. Any teacher designated and/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 rate of IRS-allowable per mile [effective January 1, 2000] ~~[effective 7/1/97] \$.29 per mile and [effective 7/1/98] \$.30 per mile~~. In the event that any other group of employees is reimbursed at a higher rate than those referenced above during the term of this agreement, the Board agrees to reimburse teachers and counselors at the higher 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 to the College President.

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 full.

2. A travel claim form is to be submitted by all teachers to enter claims for authorized travel expenses for each trip.

3. For travel between buildings within the Madison complex, teachers shall be paid a total of \$4 per round trip or \$3 per one way trip.

4. For travel authorized within the District but outside the Madison complex, reimbursement will be as set forth herein.

Section I—Section 125

The Board shall allow for and participate in a Section 125 plan which shall include options for health and dental insurance premiums, other non-covered medical and dental expenses, and child/dependent care expenses.

ARTICLE X Publication Rights, Inventions, and Patents

Section A—Board Rights

1. Materials or devices created as part of the officially assigned teacher responsibility shall be the property of the Board.

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

3. All profits from the production of said material or device shall be returned by the publisher or agent to the school.

4. In order to stimulate such creations:

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

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

Section B—Teacher Rights

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

1. Any written material or patentable projects in the development form may be prepared at school expense and sold through the Bookstore at the cost of production and handling if used in District

classes.

2. Such materials may be sold by the District at cost to other Wisconsin Technical College Districts. However, such schools shall not have any reproduction rights.

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

4. Teacher authored books are acceptable in the classrooms provided they have been approved by a committee consisting of teachers within the educational discipline and the appropriate chairperson relating to the book to be used.

ARTICLE XI Unique Groups

Section A—Counselors

1. Rules Governing—The Board and the Union agree that this section applies to counselors only and does not apply to teachers. The Board and the Union agree that if anything in this section is not in conformity with or is in conflict with any other sections of the contract, this section shall preempt any and all other sections of the contract. The Board and the Union agree that all of the sections of the contract not in conflict with this section shall apply to counselors.

2. Definition—A counselor is defined as a person who performs the duties and has the qualification as set forth for certification as a counselor in Wisconsin Administrative Code A-V 3.05.

3. Certification Requirements—Each counselor shall meet the certification requirements of the Board of Wisconsin Technical College System. Failure to maintain current certification will result in no increase in salary until certification status is obtained, and may be cause for dismissal.

4. Workday for Counselors—Each counselor shall be responsible for an eight-hour span daily, Monday through Friday, including a duty free meal period. In order to meet the needs of students and the district, this span of hours may be assigned by the supervisor between the hours of 7 a.m. and 9 p.m. Such assignment shall be for no less than a semester. The least senior counselor shall be assigned those hours for which no other counselor volunteers.

5. Work Outside Scheduled Workday

a. If counselors are assigned duties on non-contractual days, compensatory time will be scheduled with the approval of the supervisor.

b. If counselors are assigned duties beyond the normal workday, compensatory time will be scheduled with the approval of the supervisor.

c. Compensatory time earned shall be taken within 60 calendar days of the date the compensatory time is earned. If it is not possible to use the compensatory time during the 60 calendar day period, the counselor should identify this in writing along with a suggested time for use. The counselor and the counselor's supervisor must agree when the compensatory time is to be taken. ~~Compensation time earned shall be taken 60 calendar days of the date compensation time is earned or when the counselor and the counselor's supervisor agree the compensatory time should be taken.~~

6. Supervisors may make involuntary assignments of the counselors when sufficient qualified counselors do not volunteer for extra assignments or when acceptance of the offer of any counselor to work an extra assignment would result in excessive compensatory time that would unduly disrupt the work of the counselor during the regular hours. Counselors who volunteer for such assignments will receive compensatory time under Paragraph 5 hereof.

7. School Calendar

a. Each counselor shall be given a thirty-eight (38) week teacher contract for the school year defined elsewhere in this contract and for an additional six weeks with prorated salary (29 work days plus the July 4 holiday). The supervisor shall have the authority to assign work weeks in a manner that will have the least adverse effect on services to the institution, its students, and other populations to be

served. Attention shall be given to the scheduling needs relative to the special assignments of each counselor and to the needs and preferences of the counselors as a group.

b. Preparation days, curriculum development and coordination days, and final examination days do not apply to counselors. On such days, counselors shall perform their regular duties and work their regular hours unless otherwise assigned.

c. Effective with the 1998-99 school year, each counselor is entitled to one full preparation day. Such day to be scheduled by mutual agreement of the counselor and the supervisor.

8. Counselor Placement on the Teacher Salary Schedule—Counselors already in the employ of the district shall be advanced one step on the salary schedule beyond the step occupied in the previous year unless the maximum step has been reached. A teacher who becomes a counselor as a result of layoff will retain placement on the salary schedule. A counselor who becomes a teacher as a result of layoff will retain placement on the salary schedule.

Section B—DOC Teachers

1. Rules Governing—The Board and the Union agree that this section applies to DOC teachers only. The Board and the Union agree that if anything in this section is not in conformity with or is in conflict with any other sections of the contract, this section shall preempt any and all other sections of the contract. The Board and the Union agree that all of the sections of the contract not in conflict with this section shall apply to DOC teachers.

2. Facilities—The Board shall make a reasonable attempt to provide employee facilities for employees under DOC contract. If facilities cannot be provided for on site, the teacher then shall use the nearest District campus and its facilities.

3. Involuntary Transfer—No teacher shall be involuntarily transferred to a DOC contract position.

4. School Year—The calendar(s) shall not apply for days of work. The 190 days shall be the basis for the salary and all other benefits. Any days or weeks beyond the 190 days shall be prorated for the purpose of salary and benefits.

5. Transfer—A teacher employed under a DOC contract cannot request a transfer until they have three (3) years of accrued and acquired seniority.

6. School Day—In Article VI, Section F, Paragraphs 1 and 2 shall not apply.

7. Clerical Assistance—The Board shall make a reasonable attempt to have DOC provide for clerical assistance as stated in Article VI, Section K-Clerical Assistance. If DOC cannot or is unwilling to provide clerical assistance, the nearest campus shall provide clerical assistance.

8. Teacher Participation—In Article VI, Section O, Paragraph 1 shall apply to teachers under DOC contracts but they shall also notify the Division of Corrections when they believe a student should be dropped from their class for physical and/or emotional health reasons.

9. Safety—The Union and the Board agree that reasonable provisions for safety shall be defined as security training which will be provided through the contract with the Division of Corrections.

Section C—Quality Training for Public and Private Sector Business, Labor, and Industry Teachers (Customized Training)

1. Rules Governing—The Board and the Union agree that this section applies to Quality Training for Public and Private Sector Business, Labor, and Industry teachers only. As it applies to such teachers only, the Board and the Union agree that if anything in this section is not in conformity with or is in conflict with any other sections of the contract, this section shall preempt any and all other sections of the contract. The Board and the Union agree that all of the sections of the contract not in conflict with this section shall apply to contractual Quality Training for Public and Private Sector Business, Labor, and Industry teachers.

2. It is understood that in order for this type of instruction to be effective and the employment of teachers to meet this need, provisions shall be made for a flexible schedule per semester (the hours of instruction offered per day and/or evening shall be adjustable, providing the total number of hours per calendar week is not in excess of forty (40) hours.
3. Teachers employed under this agreement may carry out their teaching assignments within non-District owned facilities, i.e., within facilities owned by business and industry, at District-wide locations.
4. Reimbursement for travel and lodging for instructors employed under this agreement shall be at the same rate as other staff and employees covered by the Union Contract.
5. Extra compensation for travel time does not apply to teachers specifically hired for ~~Quality~~ training.
6. Teacher Load—Article VI, Section G- Teaching Load Table in the Union Contract, shall not apply for teachers hired under this assignment. Teaching load shall not exceed 35 hours per week.
7. The school calendar relating to exams and graduation shall not be applicable.
8. Instructors shall be employed in accordance with the salary schedule. The contractual year shall not exceed the total number of working days identified in the Union Contract.
9. The work day shall not span more than eight (8) continuous hours including the lunch break. The exception will be when it is necessary to schedule to accommodate students who may have to attend on an evening basis.
10. Instructors employed under this agreement cannot request a transfer until they have three (3) years of accrued and acquired seniority.
11. Instructors are often hired for their knowledge and experience in a particularly narrow range of content. As a result, such instructors are not eligible to have access to full-time work in the traditional programs through bumping, transfer, or recall.

Section D—Apprentice Teachers

1. Rules Governing—The Board and the Union agree that this section applies to Apprentice teachers only. The Board and the Union agree that if anything in this section is not in conformity with or is in conflict with any other sections of the contract, this section shall preempt any and all other sections of the contract. The Board and the Union agree that all of the sections of the contract not in conflict with this section shall apply to Apprentice teachers.
2. It shall be understood that in order for this type of instruction to be effective and for the employment of teachers to meet this need, provisions shall be made for a flexible schedule per semester (the hours of instruction offered per day and/or evening shall be adjustable, providing the total number of hours per week is not in excess of forty (40) hours).
3. Instructors employed under this agreement may be assigned to other cooperative Technical College Districts.
4. Reimbursement for travel and lodging for instructors employed under this agreement shall be at the same rate as other staff and employees covered by the Union contract.
5. Instructors employed under this agreement cannot request a transfer until they have three (3) years of accrued and acquired seniority.
6. Teaching Load shall be in accordance with Article VI, Section G—Teaching Load Table in the Union Contract.
7. The school calendar relating to exams and graduation shall not be applicable.
8. Current contractual circuit teachers employed by the Wisconsin Technical College System or its successor(s) shall be given first consideration in hiring when they apply.
Instructors shall be employed in accordance with the salary schedule. The contractual year shall not exceed the total number of working days identified in the Union Contract.
9. The work day shall not span more than eight (8) continuous hours including the lunch

break. The exception will be when it is necessary to schedule to accommodate students who may have to attend on an evening basis.

10. In order to ensure minimum class size, simultaneous integration of common trade instruction or areas (stacking of classes) may occur.

Section E—Nurse

For the 1999-2002 contractual period, there is no incumbent in the school nurse position. Should the school nurse position be filled, the parties shall update the applicable language from the 1999-2002 collective bargaining agreement.

~~1. Rules Governing—The Board and the Union agree that this section applies to the nurse only and does not apply to teachers. The Board and the Union agree that if anything in this section is not in conformity with or is in conflict with any other sections of the contract, this section shall preempt any and all other sections of the contract. The Board and the Union agree that all of the sections of the contract not in conflict with this section shall apply to nurse.~~

~~2. Workday for Nurse~~

~~a. The school nurse will work thirty-eight and three quarters (38 3/4) hours per week.~~

~~b. The work schedule will be determined by the supervisor.~~

~~c. The work day shall contain two nonconsecutive 15-minute breaks which cannot be used to shorten the work day or lengthen the lunch period. One such break shall be taken before the lunch period and one after the lunch period. No breaks can be taken until an employee has been on duty for one hour. All scheduled breaks must be approved by employee's supervisor. Employees working overtime will be allowed one 15-minute break for each four hours or major fraction thereof.~~

~~d. Lunch breaks will vary from thirty (30) minutes to one (1) hour depending upon supervisor and employee agreement.~~

~~3. Overtime~~

~~a. Overtime is defined as assigned work performed in excess of the employee's normal work schedule. A record of overtime performed shall be maintained, on an annual basis, by each supervisor.~~

~~b. An employee who works scheduled overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. An employee who works unscheduled overtime shall be paid at the rate of two (2) times the employee's regular hourly rate. Unscheduled overtime is defined as not receiving notice of the necessity for overtime during the preceding working day.~~

~~c. Employees who are called in for overtime work shall be granted a minimum of three (3) hours time.~~

~~d. All continuous hours worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular hourly rate.~~

~~e. Compensatory Time Off~~

~~(1) Employees who work overtime may elect to bank compensatory time for such overtime work in lieu of cash payment up to the maximum noted herein. Compensatory time off shall accrue at the rate of one and one-half (1 1/2) hours for each overtime hour worked or two (2) hours for each unscheduled overtime hour worked up to a maximum of sixteen (16) hours in a year, payable as twenty-four (24) hours of compensatory time. Once an employee has the maximum number of permitted hours in the compensatory time bank, the employee will no longer be allowed to add to the bank, but must take overtime as paid time until such time that bank drops below twenty-four (24) hours.~~

~~(2) Such accrued compensatory time shall be taken off only with the prior approval of the immediate supervisor. Grievances may not be filed because an employee's request for compensatory time off was denied.~~

~~4. School Calendar—The nurse shall follow same calendar (work year) that was in effect for the nurse during the period from July 1, 1996 through June 30, 1997.~~

~~5. Holidays—The following days are designated holidays:~~

~~New Year's Day
 Martin Luther King's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 The day following Thanksgiving Day
 December 24
 December 25
 December 31
 1 1/2 Floating Holidays~~

~~A paid holiday is time off with pay equal to hours of an employee's normal workday (shift):~~

~~a. One and one-half (1 1/2) floating holidays will be taken on days selected by the employee and subject to the approval of the supervisor.~~

~~b. Employees performing authorized work on a contract designated holiday shall be compensated at the rate of double time the employee's regular rate of pay for hours worked.~~

~~c. In the event that any of the designated holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the designated holidays fall on a Saturday, employees shall be granted a day off at a time chosen by the employee and subject to the approval of the supervisor.~~

~~d. No holiday benefits shall be payable if the employee is absent from work the work day prior to or after the holiday, unless the employee is on paid leave approved by his/her supervisor.~~

~~6. Fair Dismissal—Article VI, Section B, f.~~

~~(1)(a) If a dismissal occurs for lack of work, the least senior nurse shall be the first to be dismissed. Such nurse shall not have bumping rights into any other program or subject area. Teachers and counselors shall not have bumping rights into the college nurse area.~~

~~(2)(a) For three years following a dismissal for lack of work, a dismissed nurse shall be offered a contract before a new College nurse is employed.~~

~~7. Nurse Salary Schedule—The salary schedule for the nurse is contained in Appendices C2 and D2.~~

ARTICLE XII Rules Governing This Agreement

Section A—Conformity to Law

1. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the Union.

2. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

Section B—Changes

With regard to matters not covered by this agreement, which are proper subjects for collective bargaining, negotiations may be initiated at the written request of either party. The collective bargaining agreement representatives of the Board and the Union shall meet to resolve the situation.

Section C—Individual Agreements

The articles in this agreement supersede and override items in individual agreements or contracts with contractual teachers.

Section D—Staff Handbook

Any Professional Staff Handbook is considered not to apply to those rights, benefits, and responsibilities which are covered by this agreement between the Union and the Board.

Section E—Reopening

1. At any time after January 2, ~~2002~~ ~~1999~~, and prior to April 1, ~~2002~~ ~~1999~~, either party may give written notice of its intention to open negotiations for a new agreement.

2. ~~————— Negotiations for subsequent agreement shall begin on January 19, 1999 at 8:30 a.m. The parties agree to meet every other Tuesday after January 19, 1999. The parties may mutually agree to change this schedule.~~

Section F—Duration

In accordance with Wisconsin Statute 111.70, this agreement and each of its provisions shall be binding on both parties from July 1, ~~1999~~ ~~1997~~, and shall continue in effect through June 30, ~~2002~~ ~~1999~~. In witness whereof the following have set unto their signatures and seals this day _____.

/s/ JANET STEVENS, President

Local 243, AFT, WFT, AFL-CIO

/s/ ROBERT BRIEN, Secretary

Local 243, AFT, WFT, AFL-CIO

/s/ JUDITH ECKER, Chairperson

Board of Madison Area Technical College District

/s/ JAMES CAVANAUGH, Secretary

Board of Madison Area Technical College District

APPENDIX A

Degree Credit School Calendar

for the School Year 1999-2000

First Semester

Preparation—August 15, 18, & 226

In-Service—August 193

Curriculum Development—August 20 (1/2 day) & 21

Objectives Development/Staff —August 20 (1/2 day)

Classes Convene—August 251

Labor Day—September 1

Mid-Term Grades Due—October 17

Wisconsin Federation of Teachers Convention—Delegates to be
selected by Teachers' Union Local 243—October 29 - 31

Thanksgiving Holidays—November 27 & 28

Semester Final Exams—December 15 - 19

Mid-Year Graduation—December 19

Final Grades Due—On or before December 19

Recess—December 20 - January 4

Second Semester

Preparation—January 5 & 96

In-Service—January 63
 Curriculum Development—January 7 (1/2 day) & 8
 Objectives Development/Staff—January 7 (1/2 day)
 Classes Convene—January 121
 Martin Luther King, Jr., Holiday—January 19
 Mid-Term Grades Due—March 6
 Recess—March 7 - 15
 Open House—March 225
 Wisconsin Vocational Association Convention—April 16 & 174
 Semester Final Exams—May 11 - 15
 Graduation—May 16
 Preparation—May 186
 Final Grades Due—On or before May 18

1New students will not be admitted to the classes of their choice without the consent of the Divisional Dean and the teacher after 14 days from the convening of classes in any semester.

2The Board, in recognition of the religious diversity of members of the MATC community, shall reasonably accommodate staff requests for absences for religious observances that are related to sincerely held religious beliefs. Staff are encouraged to reasonably accommodate student requests for absence for religious observances, makeup assignments and/or tests that are related to sincerely held religious beliefs.
 The Board recognizes the celebration of Yom Kippur for people of Jewish faith. Staff will be excused should they desire to celebrate this Jewish holiday and are encouraged to recognize religious diversity of students by accommodating students with makeup assignments and tests when requests are received.

3The Board, through the District Director or designee and Divisional Deans, will cooperate with the Union in developing the program for two (2) Teacher In-Service Days. The apportionment of the hours (50% to the Division level and 50% to the all-college staff level) and the content of the all-college wide sessions shall be determined by the Staff Development Committee. Each Division's In-Service plan shall be determined by a Staff Development Committee, composed of respective Divisional Administrators and faculty.

4The Administration and the Union agree that all instructors who request to be allowed to attend the Wisconsin Vocational Association Convention shall be granted such leave without loss of pay. The Administration agrees to hire substitutes for that time.

5Participation in a Sunday "Open House" will count as the equivalent of two (2) "Institutional Activities Days."

6Preparation days of August 15, August 18, January 5, and May 18 may be fulfilled between July 1, 1997, and June 30, 1998, at the discretion of the teacher.

TEACHERS CONTRACTUAL SCHOOL YEAR 1999-2000

Designated Classroom Days 165
 82—First Semester
 83—Second Semester
 Other Contractual Days 15
 6—Preparation (4 are flexible)
 3—Curriculum Development
 1—Objectives Development/Staff
 2—In-Services

3—Other Institutional Activities Days	
Holidays, Date, Number of Days	7
Labor Day—September 1	
Thanksgiving—November 27	
Friday Holiday—November 28	
Christmas Day—December 25	
New Years Day—January 1	
Martin Luther King, Jr.—January 19	
Good Friday—April 10	
Designated Contractual Days	187
Additional Student-Oriented Activities Days	3
TOTAL DAYS	190
95—First Semester Days	
95—Second Semester Days	

TEACHER SALARY PAY INSTALLMENT DATES

1999-2000

1. August 29, 1997 (for August 30)
2. September 15, 1997
3. September 30, 1997
4. October 15, 1997
5. October 30, 1997
6. November 14, 1997 (for November 15)
7. November 26, 1997 (for November 30)
8. December 15, 1997
9. December 19, 1997 (for December 30)
10. January 15, 1998
11. January 30, 1998
12. February 13, 1998 (for February 15)
13. February 27, 1998 (for February 28)
14. March 6, 1998 (for March 15)
15. March 30, 1998
16. April 15, 1998
17. April 30, 1998
18. May 15, 1998
19. May 15, 1998
(19 pay plan employees);
May 29, 1998 (for May 30)
(24 pay plan employees)
20. June 15, 1998
21. June 30, 1998
22. July 15, 1998
23. July 30, 1998
24. August 14, 1998 (for August 15)

APPENDIX B

Degree Credit School Calendar

for the School Year 2000-01

First Semester

Preparation—August 18, 21, & 256

Objectives Development/All Staff Meeting; a.m. at Truax—
August 22 (1/2 day)

Curriculum Development—August 22 (1/2 day) & 24

In-Service—August 233

Classes Convene—August 281

September Holiday—September 4

Mid-Term Grades Due—October 20

Wisconsin Federation of Teachers Convention—Delegates to be
selected by Teachers' Union Local 243—October 25 - 27

November Holidays—November 23 & 24

Semester Final Exams—December 18 - 22

Mid-Year Graduation—December 22

Final Grades Due—On or before December 22

Recess—December 23 - January 7

Second Semester

Preparation—January 8 & 126

Curriculum Development—January 9 (1/2 day) & 11

Objectives Development/Staff—January 9 (1/2 day)

In-Service/All Staff Meeting at Truax—January 103

January Holiday—January 15

Classes Convene—January 161

Mid-Term Grades Due—March 9

Open House—March 115

Recess—April 7 - 15

Wisconsin Association for Career and Technical Education
Convention—April 18 - 204

April Holiday—April 13

Semester Final Exams—May 14 - 18

Graduation—May 19

Preparation—May 216

Final Grades Due—On or before May 21

1New students will not be admitted to the classes of their choice without the consent of the Divisional Dean and the teacher after 14 days from the convening of classes in any semester.

2The Board, in recognition of the religious diversity of members of the MATC community, shall reasonably accommodate staff requests for absences for religious observances that are related to sincerely held religious beliefs. Staff are encouraged to reasonably accommodate student requests for absence for religious observances, makeup assignments, and/or tests that are related to sincerely held religious beliefs. The Board recognizes the celebration of Yom Kippur for people of Jewish faith. Staff will be excused should they desire to celebrate this Jewish holiday and are encouraged to recognize religious diversity of students by accommodating students with makeup assignments and tests when requests are received.

3The Board, through the District Director or designee and Divisional Deans, will cooperate with the Union in developing the program for two (2) Teacher In-Service Days. The apportionment of the hours

(50% to the Division level and 50% to the all-college staff level) and the content of the all-college wide sessions shall be determined by the Staff Development Committee. Each Division's In-Service plan shall be determined by a Staff Development Committee, composed of respective Divisional Administrators and faculty.

4The Administration and the Union agree that all instructors who request to be allowed to attend the Wisconsin Vocational Association Convention shall be granted such leave without loss of pay. The Administration agrees to hire substitutes for that time.

5Participation in a Sunday Open House will count as the equivalent of two (2) Institutional Activities Days.

6Preparation days of August 18, August 21, January 8, and May 21 may be fulfilled between July 1, 2000, and June 30, 2001, at the discretion of the teacher.

TEACHERS CONTRACTUAL SCHOOL YEAR 2000-01

Designated Classroom Days 166

82—First Semester

84—Second Semester

Other Contractual Days 15

6—Preparation (4 are flexible)

3—Curriculum Development

1—Objectives Development/Staff

2—In-Services

3—Other Institutional Activities Days

Holidays 7

September 4

November 23

November 24

December 25

January 1

January 15

April 13

Designated Contractual Days 188

Value Added Days 2

TOTAL DAYS 190

95—First Semester Days

95—Second Semester Days

TEACHER SALARY PAY INSTALLMENT DATES 2000-01

1. August 30, 2000
2. September 15, 2000
3. September 29, 2000 (for September 30)
4. October 13, 2000 (for October 15)
5. October 30, 2000
6. November 15, 2000
7. November 30, 2000
8. December 15, 2000

9. December 22, 2000 (for December 30)
10. January 12, 2001 (for January 15)
11. January 30, 2001
12. February 15, 2001
13. February 28, 2001
14. March 15, 2001
15. March 30, 2001
16. April 6, 2001 (for April 15)
17. April 30, 2001
18. May 15, 2001
19. May 21, 2001
(19 pay plan employees);
May 30, 2001
(24 pay plan employees)
20. June 15, 2001
21. June 29, 2001 (for June 30)
22. July 13, 2001 (for July 15)
23. July 30, 2001
24. August 15, 2001

APPENDIX C

Degree Credit School Calendar for the School Year 2001-02

First Semester

Preparation—August 17, 20, & 24

Objectives Development/All Staff Meeting; a.m. at Truax—
August 21 (1/2 day)

Curriculum Development—August 21 (1/2 day) & 23

In-Service—August 22

Classes Convened—August 27

September Holiday—September 3

Mid-Term Grades Due—October 19

Wisconsin Federation of Teachers Convention—Delegates to be
selected by Teachers' Union Local 243—October 24 - 26

November Holidays—November 22 & 23

Semester Final Exams—December 17 - 21

Mid-Year Graduation—December 21

Final Grades Due—On or before December 21

Recess—December 22 - January 6

Second Semester

Preparation—January 7 & 10

Objectives Development/Staff—January 8 (1/2 day)

Curriculum Development—January 8 (1/2 day) & 10

In-Service/All Staff Meeting at Truax—January 9

Classes Convene—January 141
 January Holiday—January 21
 Mid-Term Grades Due—March 8
 Open House—March 105
 Recess—March 23 - 31
 Wisconsin Association for Career and Technical Education
 Convention—April 10 - 124
 March Holiday—March 29
 Semester Final Exams—May 13 - 17
 Graduation—May 18
 Preparation—May 206
 Final Grades Due—On or before May 20

1New students will not be admitted to the classes of their choice without the consent of the Divisional Dean and the teacher after 14 days from the convening of classes in any semester.

2The Board, in recognition of the religious diversity of members of the MATC community, shall reasonably accommodate staff requests for absences for religious observances that are related to sincerely held religious beliefs. Staff are encouraged to reasonably accommodate student requests for absence for religious observances, makeup assignments, and/or tests that are related to sincerely held religious beliefs. The Board recognizes the celebration of Yom Kippur for people of Jewish faith. Staff will be excused should they desire to celebrate this Jewish holiday and are encouraged to recognize religious diversity of students by accommodating students with makeup assignments and tests when requests are received.

3The Board, through the District Director or designee and Divisional Deans, will cooperate with the Union in developing the program for two (2) Teacher In-Service Days. The apportionment of the hours (50% to the Division level and 50% to the all-college staff level) and the content of the all-college wide sessions shall be determined by the Staff Development Committee. Each Division's In-Service plan shall be determined by a Staff Development Committee, composed of respective Divisional Administrators and faculty.

4The Administration and the Union agree that all instructors who request to be allowed to attend the Wisconsin Vocational Association Convention shall be granted such leave without loss of pay. The Administration agrees to hire substitutes for that time.

5Participation in a Sunday Open House will count as the equivalent of two (2) Institutional Activities Days.

6Preparation days of August 17, August 20, January 7, and May 20 may be fulfilled between July 1, 2001, and June 30, 2002, at the discretion of the teacher.

TEACHERS CONTRACTUAL SCHOOL YEAR—2001-02

Designated Classroom Days 166
 82—First Semester
 84—Second Semester
 Other Contractual Days 15
 6—Preparation (4 are flexible)
 3—Curriculum Development
 1—Objectives Development/Staff
 2—In-Services
 3—Other Institutional Activities Days
 Holidays 7
 September 3

November 22
 November 23
 December 25
 January 1
 January 21
 March 29
 Designated Contractual Days 188
 Value Added Days 2
 TOTAL DAYS 190
 95—First Semester Days
 95—Second Semester Days

TEACHER SALARY PAY INSTALLMENT DATES

2001-02

1. August 30, 2001
2. September 14, 2001 (for September 15)
3. September 28, 2001 (for September 30)
4. October 15, 2001
5. October 30, 2001
6. November 15, 2001
7. November 30, 2001
8. December 14, 2001 (for December 15)
9. December 21, 2001 (for December 30)
10. January 15, 2002
11. January 30, 2002
12. February 15, 2002
13. February 28, 2002
14. March 15, 2002
15. March 22, 2002 (for March 30)
16. April 15, 2002
17. April 30, 2002
18. May 15, 2002
19. May 20, 2002
 (19 pay plan employees);
 May 30, 2002
 (24 pay plan employees)
20. June 14, 2002 (for June 15)
21. June 28, 2002 (for June 30)
22. July 15, 2002
23. July 30, 2002
24. August 15, 2002

APPENDIX D

Degree Credit School Calendar
 for the School Year 2002-03

First Semester

Preparation—August 16, 19, & 236

Objectives Development/All Staff Meeting; a.m. at Truax—
August 20 (1/2 day)

Curriculum Development—August 20 (1/2 day) & 22

In-Service—August 213

Classes Convene—August 261

September Holiday—September 2

Mid-Term Grades Due—October 18

Wisconsin Federation of Teachers Convention—Delegates to be
selected by Teachers' Union Local 243—October 23 - 25

November Holidays—November 28 & 29

Semester Final Exams—December 16 - 20

Mid-Year Graduation—December 20

Final Grades Due—On or before December 20

Recess—December 21 - January 5

Second Semester

Preparation—January 6 & 106

Objectives Development/Staff—January 7 (1/2 day)

Curriculum Development—January 7 (1/2 day) & 9

In-Service/All Staff Meeting at Truax—January 83

Classes Convene—January 131

January Holiday—January 20

Mid-Term Grades Due—March 7

Open House—March 95

Recess—March 15 - 23

Wisconsin Association for Career and Technical Education
Convention—February 19 - 214

April Holiday—April 18

Semester Final Exams—May 12 - 16

Graduation—May 17

Preparation—May 196

Final Grades Due—On or before May 19

1New students will not be admitted to the classes of their choice without the consent of the Divisional Dean and the teacher after 14 days from the convening of classes in any semester.

2The Board, in recognition of the religious diversity of members of the MATC community, shall reasonably accommodate staff requests for absences for religious observances that are related to sincerely held religious beliefs. Staff are encouraged to reasonably accommodate student requests for absence for religious observances, makeup assignments, and/or tests that are related to sincerely held religious beliefs.
The Board recognizes the celebration of Yom Kippur for people of Jewish faith. Staff will be excused should they desire to celebrate this Jewish holiday and are encouraged to recognize religious diversity of students by accommodating students with makeup assignments and tests when requests are received.

3The Board, through the District Director or designee and Divisional Deans, will cooperate with the Union in developing the program for two (2) Teacher In-Service Days. The apportionment of the hours (50% to the Division level and 50% to the all-college staff level) and the content of the all-college wide sessions shall be determined by the Staff Development Committee. Each Division's In-Service plan shall be

determined by a Staff Development Committee, composed of respective Divisional Administrators and faculty.

4The Administration and the Union agree that all instructors who request to be allowed to attend the Wisconsin Vocational Association Convention shall be granted such leave without loss of pay. The Administration agrees to hire substitutes for that time.

5Participation in a Sunday Open House will count as the equivalent of two (2) Institutional Activities Days.

6Preparation days of August 16, August 19, January 6, and May 19 may be fulfilled between July 1, 2002, and June 30, 2003, at the discretion of the teacher.

TEACHERS CONTRACTUAL SCHOOL YEAR 2002-03

Designated Classroom Days 165

82—First Semester

83—Second Semester

Other Contractual Days 15

6—Preparation (4 are flexible)

3—Curriculum Development

1—Objectives Development/Staff

2—In-Services

3—Other Institutional Activities Days

Holidays 7

September 2

November 28

November 29

December 25

January 1

January 20

April 18

Designated Contractual Days 187

Value Added Days 3

TOTAL DAYS 190

95—First Semester Days

95—Second Semester Days

TEACHER SALARY PAY INSTALLMENT DATES 2002-03

1. August 30, 2002
2. September 13, 2002 (for September 15)
3. September 30, 2002
4. October 15, 2002
5. October 30, 2002
6. November 15, 2002
7. November 27, 2002 (for November 30)
8. December 13, 2002 (for December 15)
9. December 20, 2002 (for December 30)
10. January 15, 2003

11. January 30, 2003
12. February 14, 2003 (for February 15)
13. February 28, 2003
14. March 14, 2003 (for March 15)
15. March 28, 2003 (for March 30)
16. April 15, 2003
17. April 30, 2003
18. May 15, 2003
19. May 19, 2003
(19 pay plan employees);
May 30, 2003
(24 pay plan employees)
20. June 13, 2003 (for June 15)
21. June 30, 2003
22. July 15, 2003
23. July 30, 2003
24. August 15, 2003

APPENDIX C1

Salary Schedule — July 1, 1999 (3.00%)

	G3	G3A	G3B	G4	G4A	G4B
A3	35,322	36,753	38,180	38,981	40,097	41,199
B4	37,049	38,439	39,935	40,647	41,914	43,167
C5	38,783	40,124	41,474	42,315	43,727	45,132
D6	40,507	41,805	43,100	43,991	45,549	47,103
E7	42,127	43,424	44,723	45,658	47,355	49,076
F8	43,748	45,044	46,339	47,326	49,184	51,040
G9	45,368	46,661	47,961	48,990	50,998	53,004
H10	46,984	48,286	49,581	50,651	52,812	54,974
I11	48,613	49,906	51,197	52,324	54,626	56,941
J12	50,224	51,522	52,818	54,000	56,444	58,912
K13	51,856	53,415	54,977	55,659	58,261	60,880
L14	53,465	55,031	56,595	57,327	60,079	62,841
M15	55,918	57,509	59,092	59,888	62,827	
	65,790					

Salary Schedule — January 1, 2000 (1.00%)

	G3	G3A	G3B	G4	G4A	G4B
A3	35,675	37,121	38,562	39,371	40,498	41,611
B4	37,419	38,823	40,334	41,053	42,333	43,599
C5	39,171	40,525	41,889	42,738	44,164	45,583
D6	40,912	42,223	43,531	44,431	46,004	47,574
E7	42,548	43,858	45,170	46,115	47,829	49,567
F8	44,185	45,494	46,802	47,799	49,676	51,550
G9	45,822	47,128	48,441	49,480	51,508	53,534
H10	47,454	48,769	50,077	51,158	53,340	55,524
I11	49,099	50,405	51,709	52,847	55,172	57,510
J12	50,726	52,037	53,346	54,540	57,008	59,501

K13	52,375	53,949	55,527	56,216	58,844	61,489
L14	54,000	55,581	57,161	57,900	60,680	63,469
M15	56,477	58,084	59,683	60,487	63,455	
	66,448					

Salary Schedule

Blended Rate for 1999-2000 (3%+1%/2)

	G3	G3A	G3B	G4	G4A	G4B	
A3	35499	36937	38371	39176	40297	41405	
B4	37234	38631	40135	40850	42124	43383	
C5	38977	40325	41681	42527	43946	45358	
D6	40710	42014	43316	44211	45777	47339	
E7	42338	43641	44947	45886	47592	49321	
F8	43967	45269	46571	47563	49430	51295	
G9	45595	46894	48201	49235	51253	53269	
H10	47219	48527	49829	50904	53076	55249	
I11	48856	50156	51453	52586	54899	57226	
J12	50475	51780	53082	54270	56726	59207	
K13	52115	53682	55252	55937	58552	61184	
L14	53732	55306	56878	57614	60379	63155	
M15	56198	57797	59387	60187	63141	66119	

Salary Schedule — July 1, 2000 (3.25%)

	G3	G3A	G3B	G4	G4A	G4B	
A3	36,834	38,327	39,815	40,651	41,814	42,963	
B4	38,635	40,085	41,645	42,387	43,709	45,016	
C5	40,444	41,842	43,250	44,127	45,599	47,064	
D6	42,242	43,595	44,946	45,875	47,499	49,120	
E7	43,931	45,283	46,638	47,614	49,383	51,178	
F8	45,621	46,973	48,323	49,352	51,290	53,225	
G9	47,311	48,660	50,015	51,088	53,182	55,274	
H10	48,996	50,354	51,705	52,821	55,074	57,329	
I11	50,695	52,043	53,390	54,565	56,965	59,379	
J12	52,375	53,728	55,080	56,313	58,861	61,435	
K13	54,077	55,702	57,332	58,043	60,756	63,487	
L14	55,755	57,387	59,019	59,782	62,652	65,532	
M15	58,313	59,972	61,623	62,453	65,517		
	68,608						

Salary Schedule — July 1, 2001 (2.75%)

	G3	G3A	G3B	G4	G4A	G4B	
A3	37,847	39,381	40,910	41,769	42,964	44,144	
B4	39,697	41,187	42,790	43,553	44,911	46,254	
C5	41,556	42,993	44,439	45,340	46,853	48,358	
D6	43,404	44,794	46,182	47,137	48,805	50,471	
E7	45,139	46,528	47,921	48,923	50,741	52,585	
F8	46,876	48,265	49,652	50,709	52,700	54,689	
G9	48,612	49,998	51,390	52,493	54,645	56,794	

H10	50,343	51,739	53,127	54,274	56,589	58,906
I11	52,089	53,474	54,858	56,066	58,532	61,012
J12	53,815	55,206	56,595	57,862	60,480	63,124
K13	55,564	57,234	58,909	59,639	62,427	65,233
L14	57,288	58,965	60,642	61,426	64,375	67,334
M15	59,917	61,621	63,318	64,170	67,319	
	70,495					

Salary Schedule — January 1, 2002 (0.5%)

	G3	G3A	G3B	G4	G4A	G4B
A3	38,036	39,578	41,115	41,978	43,179	44,365
B4	39,895	41,393	43,004	43,771	45,136	46,485
C5	41,764	43,208	44,661	45,567	47,087	48,600
D6	43,621	45,018	46,413	47,373	49,049	50,723
E7	45,365	46,761	48,161	49,168	50,995	52,848
F8	47,110	48,506	49,900	50,963	52,964	54,962
G9	48,855	50,248	51,647	52,755	54,918	57,078
H10	50,595	51,998	53,393	54,545	56,872	59,201
I11	52,349	53,741	55,132	56,346	58,825	61,317
J12	54,084	55,482	56,878	58,151	60,782	63,440
K13	55,842	57,520	59,204	59,937	62,739	65,559
L14	57,574	59,260	60,945	61,733	64,697	67,671
M15	60,217	61,929	63,635	64,491	67,656	
	70,847					

Blended Rate for 2002 (2.75%+0.5%/2)

	G3	G3A	G3B	G4	G4A	G4B
A3	37,942	39,480	41,013	41,874	43,072	44,255
B4	39,796	41,290	42,897	43,662	45,024	46,370
C5	41,660	43,101	44,550	45,454	46,970	48,479
D6	43,513	44,906	46,298	47,255	48,927	50,597
E7	45,252	46,645	48,041	49,046	50,868	52,717
F8	46,993	48,386	49,776	50,836	52,832	54,826
G9	48,734	50,123	51,519	52,624	54,782	56,936
H10	50,469	51,869	53,260	54,410	56,731	59,054
I11	52,219	53,608	54,995	56,206	58,679	61,165
J12	53,950	55,344	56,737	58,007	60,631	63,282
K13	55,703	57,377	59,057	59,788	62,583	65,396
L14	57,431	59,113	60,794	61,580	64,536	67,503
M15	60,067	61,775	63,477	64,331	67,488	
	70,671					

APPENDIX E

Board of Madison Area
 Technical College District
 Office of the President

Madison, Wisconsin
Employment Contract for
First Time, Replacement, and Emergency Hires Only
Contract No. _____

To _____

You are hereby notified that you have been elected by the Madison Area Technical College District Board to the position of _____ in the Madison Area Technical College District for the school year _____. Your classification is _____. The school year shall consist of _____ days of teaching service.

This contract offer is conditioned upon having met the certification requirements of the Wisconsin Technical College System. This contract shall be null and void if such requirements are not met.

This contract is contingent upon compliance with Wisconsin Laws relating to Vocational, Technical and Adult Education and the policy of the Madison Area Technical College District relating to physical examinations and tuberculin tests.

You are hereby notified that a collective bargaining agreement exists between the Madison Area Technical College District and Madison Area Technical College Teacher's Union Local 243, AFT, WFT, and AFL-CIO. The union has been recognized as the sole and exclusive bargaining representative for professional classroom teachers, teaching and the school nurse at least Fifty Percent (50%) of a normal teaching schedule and counselors, working at least half time. (A copy of the collective bargaining agreement may be obtained from the Union.)

This contract offer shall expire and will be null and void unless you accept it and return it on or before _____ ~~April 15~~. To accept this contract, please sign and return all copies to the Human Resources Office on or before _____ ~~April 15~~.

Date: _____ ~~March 15, 19__~~
Madison, Wisconsin
College President _____

I hereby accept this contract and agree to be bound by its terms.

Date: _____
Employee _____

(If you accept this contract, please sign and return ALL copies to the Human Resources Office. A copy will be date stamped and returned to you).

APPENDIX F

Board of Madison Area
Technical College District
Request for Approval of Attendance
at Professional Meeting
Name _____ Date _____
Division _____
I would like permission to attend

(Name of Meeting)
at

(City & State)

from _____ to

(Date) (Date)

with estimated expense of \$_____ to be paid by the Board

_____ outside agency _____,

myself .

I am a member of this organization .

I think my attendance at the above meeting would benefit the District in the following way:

This is my ____ first, ____ second, ____ third, ____ final request for this school year.

Approval of Dean

(Signature)

Date

I will _____, will not _____ recommend approval by the Board.

College President

Date

Board of Madison Area Technical College District approved your attendance at the above meeting with

partial _____, without _____ expenses paid at their meeting on .

(College President)

APPENDIX G

SIDELETTER OF AGREEMENT

BETWEEN

MATC TEACHERS UNION

AND

MADISON AREA TECHNICAL COLLEGE

Workload Resolution Panel

During negotiations which resulted in the 1997-99 Collective bargaining Agreement between the Board of the Madison Area Technical College District and the Madison Area Technical College Teachers' Union, Local 243, AFT, WFT, AFL-CIO (the Parties), it was agreed that a Workload Panel will continue to review, study, develop, discuss, and to make recommendations regarding certain workload issues. The panel would also have the authority to grant additional workload credit in certain situations. This sideletter is to establish the working basis for such a panel.

Panel Establishment—The Panel shall be comprised of ten (10) members. Five (5) members will be appointed by the Union with one member from each division. Five members will be appointed by the District with one member from each division. The Panel shall select a Chairperson.

Meeting Notice—Meetings shall be scheduled periodically at mutually agreeable times. The Chairperson shall provide written notice of the meetings to each member of the committee Panel and will provide an agenda of what is to be discussed at a particular meeting. Members wishing to place items on the agenda shall contact the Chairperson. The first meeting will occur as soon as possible.

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

decision making.

Purpose/Recommendation—In general, the charge of this Panel is to troubleshoot obvious problems/situations that arise or currently exist relative to workload. Specifically, the Panel is charged with the following responsibilities:

1. Develop parameters and then, based on a unique and individual basis, grant work load credit for certain stacked class situations.
2. Develop parameters and then, based on a unique and individual basis, grant work load credit for certain machinery repair situations.
3. Grant workload credit for unique class preparation situations under the following assumptions:
 - (a) a specific number of preps across the school would not be fair and equitable; and
 - (b) three or four preps per semester seems to be reasonable number District wide.
4. Develop parameters and then, based on a unique and individual basis, grant work load credit for certain swiftly changing technology situations.
5. Develop parameters and then, based on a unique and individual basis, grant work load credit for certain unique work situations.
6. Develop criteria to evaluate all special or additional assignment for work load credit purposes. Consider evaluating such assignments on a program rather than individual basis.
7. Review the workload special limitations for English. Using standards, based on parameters developed above and any other criteria necessary, review the suitability of maintaining or extending the special limitations to English or similar classes. Examine the contract language and make a recommendation to both bargaining teams prior to the start of the next bargaining.
8. This sideletter shall expire on June 30, 1999, but may be extended by mutual agreement between the Board and the Union.

/s/ JANET STEVENS, President
 MATC Teachers' Union, Local 243
 /s/ BEVERLY SIMONE, President
 Madison Area Technical College

APPENDIX H

SIDELETTER OF AGREEMENT BETWEEN MATC TEACHERS UNION AND MADISON AREA TECHNICAL COLLEGE

Teaching Load for Alternative Learning Division (ALD) Courses

During negotiations which resulted in the 1997-99 Collective Bargaining Agreement between the Board of the Madison Area Technical College and the Madison Area Technical College Teachers' Union, Local 243, AFT, WFT, AFL-CIO (the Parties), it was agreed to the following:

1. All ALD courses shall retain the course classification of "D," unless changed pursuant to Paragraph 2 in this sideletter.
2. Management empowers the course classification committee (Article VI, Section G) to classify any course in ALD based on a request by a teacher in the division.
3. This sideletter allows the course classification committee to extend the effective

date of the change in classification to the expiration of an external contract.

4. This sideletter, without further action of the parties hereto, shall be included in the body of the labor contract between the parties unless either party notifies the other in writing on or before March 31, 1999, that they object to this action. If such notice is given, the parties agree to bargain over issues identified by the party objecting to the inclusion of this sideletter in the body of the labor contract.

/s/ JANET STEVENS, President
MATC Teachers' Union, Local 243
/s/ BEVERLY SIMONE, President
Madison Area Technical College

APPENDIX I

SIDELETTER OF AGREEMENT BETWEEN MATC TEACHERS UNION AND MADISON AREA TECHNICAL COLLEGE

Lead Teachers and
Program Directors Committee

During negotiations which resulted in the 1997-99 Collective Bargaining Agreement between the Board of the Madison Area Technical College District and the Madison Area Technical College Teachers' Union, Local 243, AFT, WFT, AFL-CIO (the "parties"), it was agreed that a Joint Committee would be established to review, study, develop, discuss and make recommendations regarding the role and responsibilities of Lead Teachers and Program Directors at Madison Area Technical College. This sideletter is to establish the working basis for such a committee.

Committee Establishment—A Joint Committee of six (6) members is hereby established for the purpose set forth below. Within thirty (30) days of ratification, the Union President and the MATC Vice President-Instructional Services shall each appoint three (3) members of the Committee. The Union appointments shall include at least one member of the current bargaining team and a current or past lead teacher. The District appointments shall include at least one or more member(s) of the current bargaining team with the remainder chosen from program supervisors, chairs, associate deans or deans. The Committee shall elect a Chairperson.

Meeting Notices—Meetings shall be scheduled periodically at mutually agreeable times. The Chairperson shall provide written notice of the meetings to each member of the Committee and will provide an agenda of what is to be discussed at a particular meeting. Members wishing to place items on the agenda shall contact the Chairperson. The first meeting will occur as soon as possible.

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 meetings shall not be used by either party in any subsequent arbitration proceedings. The Committee shall use a consensus approach to decision making.

Purpose/Recommendation—The Committee is charged to review, study, discuss, develop and make recommendations concerning:

1. The broad scope of responsibilities as currently defined in the collective bargaining

agreement.

2. The difference between a lead teacher and program director.
3. Responsibilities which are not appropriate for lead teachers and program directors.
4. Certain options generated in the current negotiations relating to lead teacher/program director assignments.

Any recommendations, in written form, shall be presented to the respective parties' bargaining committees on or before January 1, 1999. Recommendations shall not be used by either party in support of their positions in any subsequent arbitration proceedings.

/s/ JANET STEVENS

MATC Teachers' Union, Local 243

/s/ BEVERLY SIMONE

Madison Area Technical College

APPENDIX J

SIDELETTER OF AGREEMENT BETWEEN MATC TEACHERS UNION AND MADISON AREA TECHNICAL COLLEGE

Use of Part-Time Teachers

For the term of the agreement, the parties agree that the following language replaces Article VI Section L.

1. The ratio of sections taught by full time faculty relative to part-time faculty shall be the measure as to the overall use of part-time faculty at the College.
2. The target institutional percentage for use of part-time faculty members in credit course sections shall be twenty-five percent (25%) of all credit course sections taught at the College. The 1993-94 institutional percentage of such sections taught by part-time was 29.1%. This figures excludes the Alternative Learning Division (ALD).
3. The target percentage shall also apply to all divisions in the College.
4. Three unique subsets of the College may need to be considered separately with respect to the part-time employment percentage.
 - a) Madison (Truax, Downtown, and Commercial)
 - b) Regional Campus
 - c) Alternative Learning Division
5. Both parties acknowledge the following:
 - a) Students greatly benefit from the employment of full-time faculty.
 - b) When practical and fiscally possible, the institution shall opt for the employment of full-time rather than part-time faculty.
 - c) The Board will work with the Union to employ mutually agreeable strategies which allow more sections to be taught by full-time faculty while not jeopardizing F.T.E. production or service to students.

Such strategies include but are not limited to:

- creation and use of new position
- efficient management of scheduling

- reallocation of existing faculty
- d) These strategies may be used in the areas which do not currently meet the overall institutional percentage, i.e., the regional campuses and the Alternative Learning Division.
6. Excluded from the percentage of part-time faculty will be those faculty hired to replace full-time faculty in various forms of non-classroom activity (e.g.: ER&D, Crit Lit, Union Officer Release Time).
7. Included in the percentage of part-time usage will be those activities which are predictable and regular (e.g.; Overloads, Program Directors, Lead Teachers).
8. This agreement will not be used by the College to replace full-time faculty with part-time faculty.
9. This agreement does not address the issues of the access by full-time faculty to part-time faculty work. The parties agree that by entering into this agreement, they will not relinquish any rights to argue their case with regards to this issue.
10. The parties shall meet at least once every three months to review the implementation of this agreement.
11. This side letter shall expire on June 30, 2002 1999, but may be extended by mutual agreement between the Board and the Union. If this side letter expires, then Article VI, Section M, Paragraph 2, shall apply.

/s/ JANET STEVENS
 MATC Teachers' Union, Local 243
 /s/ BEVERLY SIMONE
 Madison Area Technical College

APPENDIX K

SIDELETTER OF AGREEMENT
 BETWEEN
 MATC TEACHERS UNION
 AND
 MADISON AREA TECHNICAL COLLEGE
 Guidelines for Probationary Teachers
 Preface
 FACULTY PROFESSIONAL GROWTH REVIEW

Available under separate cover.

APPENDIX L

SIDELETTER OF AGREEMENT
 BETWEEN
 MATC TEACHERS UNION
 AND
 MADISON AREA TECHNICAL COLLEGE

Overload Implementation

1. An overload is defined to be a load more than 100 percent. Occasions may arise when it is necessary to assign a faculty member an overload in a given semester. Having made this determination, the dean will inform the faculty member of this in writing on a form which will have places for the signatures of the dean, the faculty member, and the union president or designee.

2. The following language applies to faculty members who are assigned an overload of five (5) percent or less:

Faculty members who are assigned an overload of five (5) percent or less shall be paid for the overload at the rate of time and one-half. Under this system, each semester stands alone. No adjustment to the workload of the faculty member shall be required in the succeeding semester.

Example: Teacher Load = 103%
(overload semester pay 4.5%)

3. The following language applies to faculty members who are assigned an overload of more than five (5) percent. Once assigned an overload, the faculty member has three options.

Option 1—The faculty member may elect to receive an underload in the succeeding semester. The underload would be calculated from 90 percent.

Example:
Teaching Load = 120% (overload)
Succeeding Semester Teaching Load = 70% (90%-20%)
= 190% for two semesters

For purposes of this option, it is recognized that in a given semester, it may be impossible to assign a faculty member to the maximum load possible. In such cases, there will always be a window of 10 percent within which the full salary will be paid. For example, if a faculty member's maximum load is 100 percent, full salary is paid for a load between 90 and 100 percent; if a faculty member's maximum load is 90 percent, full salary is paid for a load between 80 and 90 percent.

Option 2—The faculty member may elect payment for the overload on a prorated basis, calculating the percent due from 100 percent.

Having accepted this option for overload compensation, the faculty member's maximum load in the succeeding semester can be no more than 90 percent without triggering another overload. In such case (a load is assigned in excess of 90 percent the succeeding semester), the faculty member may utilize Option 1 above or accept payment on a prorated basis. If the faculty member accepts payment for such overload, the maximum load in the succeeding (third) semester shall be 100 percent.

Example:
Teaching Load = 120% (overload semester pay 20%)
Succeeding Semester Teaching Load = 95% (95%-90%) pay
5% = 215%
- 190%
= 25% overload pay

Option 3—The faculty member may elect a combination of payment and underload.

Example:
Teaching Load = 120%
Succeeding Semester Teaching Load = 80% (10% from
underload from 90%)
= 200%
- 190%
= 10% overload pay

3. Overload payments will be triggered after the 20th day of classes in the given

semester to ensure that the course(s) will be taught. Such payments shall then be retroactive to the beginning of the semester.

4. In consultation with the dean, the faculty member may postpone the decision as to which option is chosen until the schedules and enrollment data for the succeeding semester are available. This will allow the faculty member and the dean to determine if the underload option can be used in order to ensue a teaching load which falls within the appropriate 10 percent window. Once an option is selected, however, it may not be changed without the mutual agreement of the supervisor and the faculty member. The option selected shall be reduced to writing and signed by the dean, the faculty member and the union president or designee.

5. This agreement will be in force and first apply to overloads incurred in the fall semester of the 1994-95 academic year for faculty not overloaded in academic year 1993-94 or faculty who were overloaded in fall semester 1993-94. For faculty overloaded in the spring semester of 1993-94, this agreement will first apply to overloads incurred in the spring semester of 1994-95.

6. This agreement reflects a trial for overloads incurred during the 1994-95 academic year and shall continue in effect until mutually agreed to do otherwise. The agreement shall not create a binding precedent nor shall it be construed as reflecting the status quo in any future dealings with the parties.

/s/ MARGARET L. JENSEN

MATC Teachers' Union, Local 243

/s/ BEVERLY SIMONE

Madison Area Board of Vocational, Technical and Adult Education

APPENDIX M

SIDELETTER OF AGREEMENT BETWEEN MATC TEACHERS UNION AND MADISON AREA TECHNICAL COLLEGE

Calendar Construction Guidelines

In the course of the 1997-99 negotiations, the following parameters and rules were established in developing the 1998-99 calendar and are to be used in the development of the 1999-2000 calendar. For the 1998-99 calendar, there shall be:

- A. 188 designated contractual days:
 - This number may flex from one school year to another as a function of the number of classroom days.
 - Not to exceed a total of 190 in any given school year.
- B. 166 designated classroom days (82+84):
 - Does not include graduation.
 - 50-minute classes.
 - This number may flex from one school year to another as a function of the Christmas holiday and the Calendar Committee criteria related to fall/spring semester starting/ending dates.
 - Fall semester begins on the last Monday in August.
- C. 9 teacher days:

- Preparation = 6 (4 are flexible).
 - Curriculum = 3.
- D. 6 institutional activities days (36 hours total):
- Objectives development/staff = 1 (required of all faculty).
 - Inservice = 2 (required of all faculty).
 - Summer school orientation.
 - Graduation.
 - Midyear graduation (if held on a day other than one of the 188 designated contractual days).

- Open house (see Note #1).
- Other institutional activities (see Note #2).

E. 7 holidays.

F. 2 day equivalent/additional student-oriented activities (see Note #3).

- This number may flex from one school year to another as a function of the difference between the number of “designated contractual days” and the number 190.

G. 190 total days (see Note #4).

Note #1: Participation in Sunday “Open House” will count as the equivalent of two (2) “Institutional Activities” days.

Note #2: “Other Institutional Activities” days are days and/or half-days unique to individuals or divisions that may include, but are not limited to:

1. Academic advising
2. Summer orientation
3. Non-release time “training”
4. Grant writing
5. Machine maintenance and repair
6. Clinical and/or other “classroom” time.

Note #3: Additional student-oriented activities are activities that may include, but are not limited to:

1. Institutional activities days (in excess of 6)
2. Academic advising (within the 188 day span)
3. Job placement (within the 188 day span)
4. Work with student groups
(student senate, marketing club, Clarion, etc.)
5. Midyear graduation (within the 188 day span)
6. Counseling (for counselors only).

Note #4: The above calendar will be implemented on a two-year trial basis. If at the end of the two years the parties fail to agree on continuing with the above model, the calendar will roll back to a 190 day calendar modeled after the 1995-96 school year calendar or change by mutual agreement of the parties to a trial period of either a condensed calendar with 55-minute classes or a calendar based on some other model.

Madison Area Technical College
1999-2000 School Year
Institutional and Student Oriented Activity Record

Division/Area _____

Instr. Supv.

		Initial	Initial
A.	Institutional activity (3 days/18 hours total)		
1.	Graduation	_____	_____
2.	Summer orientation	_____	_____
3.	Open house (2 days [12 hours] if on a Sunday)	_____	_____
4.	Divison/dept./campus activities		
	a.	_____	_____
	b.	_____	_____
	c.	_____	_____
	d.	_____	_____
5.	Other	_____	_____
B.	Student-oriented activities (2 days/12 hours total)	_____	_____
1.	Divison/dept./campus activities		
	a.	_____	_____
	b.	_____	_____
	c.	_____	_____
	d.	_____	_____
2.	Other (instructor suggestion)	_____	_____

 Instructor name (printed) Date

 Instructor signature Date

 Supervisor signature Date

If agreement on activities is not reached, the Union President and appropriate Vice President shall make the assignment.

*Photocopy at 125% to produce an 8.5"x11" document.

Madison Area Technical College
 2000-2001 School Year
 Institutional and Student Oriented Activity Record

Division/Area _____

		Instr. Initial	Supv. Initial
A.	Institutional activity (3 days/18 hours total)		
1.	Graduation	_____	_____
2.	Summer orientation	_____	_____
3.	Open house (2 days [12 hours] if on a Sunday)	_____	_____
4.	Divison/dept./campus activities		
	a.	_____	_____
	b.	_____	_____
	c.	_____	_____
	d.	_____	_____

- | | | | |
|----|---|-------|-------|
| 5. | Other | _____ | _____ |
| B. | Student-oriented activities (2 days/12 hours total) | _____ | _____ |
| 1. | Divison/dept./campus activities | | |
| | a. | _____ | _____ |
| | b. | _____ | _____ |
| | c. | _____ | _____ |
| | d. | _____ | _____ |
| 2. | Other (instructor suggestion) | _____ | _____ |

Instructor name (printed)	Date	_____	_____
---------------------------	------	-------	-------

Instructor signature	Date	_____	_____
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Supervisor signature	Date	_____	_____
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If agreement on activities is not reached, the Union President and appropriate Vice President shall make the assignment.

*Photocopy at 125% to produce an 8.5"x11" document.

Madison Area Technical College
 2001-2002 School Year
 Institutional and Student Oriented Activity Record

Division/Area _____

- | | | Instr.
Initial | Supv.
Initial |
|----|---|-------------------|------------------|
| A. | Institutional activity (3 days/18 hours total) | | |
| 1. | Graduation | _____ | _____ |
| 2. | Summer orientation | _____ | _____ |
| 3. | Open house (2 days [12 hours] if on a Sunday) | _____ | _____ |
| 4. | Divison/dept./campus activities | | |
| | a. | _____ | _____ |
| | b. | _____ | _____ |
| | c. | _____ | _____ |
| | d. | _____ | _____ |
| 5. | Other | _____ | _____ |
| B. | Student-oriented activities (2 days/12 hours total) | _____ | _____ |
| 1. | Divison/dept./campus activities | | |
| | a. | _____ | _____ |
| | b. | _____ | _____ |
| | c. | _____ | _____ |
| | d. | _____ | _____ |
| 2. | Other (instructor suggestion) | _____ | _____ |

Instructor name (printed) _____ Date _____

 Instructor signature _____ Date _____

 Supervisor signature _____ Date _____

If agreement on activities is not reached, the Union President and appropriate Vice President shall make the assignment.

*Photocopy at 125% to produce an 8.5"x11" document.

Madison Area Technical College
 2002-2003 School Year
 Institutional and Student Oriented Activity Record

Division/Area _____

		Instr. Initial	Supv. Initial
A.	Institutional activity (3 days/18 hours total)		
1.	Graduation	_____	_____
2.	Summer orientation	_____	_____
3.	Open house (2 days [12 hours] if on a Sunday)	_____	_____
4.	Divison/dept./campus activities		
	a.	_____	_____
	b.	_____	_____
	c.	_____	_____
	d.	_____	_____
5.	Other	_____	_____
B.	Student-oriented activities (2 days/12 hours total)	_____	_____
1.	Divison/dept./campus activities		
	a.	_____	_____
	b.	_____	_____
	c.	_____	_____
	d.	_____	_____
2.	Other (instructor suggestion)	_____	_____

 Instructor name (printed) _____ Date _____

 Instructor signature _____ Date _____

 Supervisor signature _____ Date _____

If agreement on activities is not reached, the Union President and appropriate Vice President shall make the assignment.

*Photocopy at 125% to produce an 8.5"x11" document.

APPENDIX N

SIDE-LETTER OF AGREEMENT BETWEEN MATC TEACHERS UNION AND MADISON AREA TECHNICAL COLLEGE

Interactive Television

Since Madison Area Technical College is just introducing the use of Interactive Television (ITV), we are in a time of transition. It is premature to try to draft permanent language to describe how the college will implement the use of ITV. It is anticipated that in the future this technology will be just one more commonly accepted methodology of delivering instruction. As a result, the guidelines governing the use of ITV will be drafted in a side letter (as an addendum) to the CBA and will sunset automatically at the end of the current negotiated agreement.

In the interim, the side letter will constitute college policy applicable to ITV use.

The union and administration will work cooperatively during this period to evaluate the ongoing experience with ITV, monitoring such issues as papers, examinations, assignments, etc., to determine if any fundamental changes in teaching load are created.

I. Guiding Principles

- A. ITV classes will be part of a well-thought-out overall District instructional plan.
- B. This technology can make courses accessible to students who are otherwise unable to attend classes at a specific site.
- C. While it is recommended that, if possible, ITV instructors teach from the various remote sites at least once during the semester, this practice is voluntary.
- D. ITV should meet all general norms of academic quality which apply to traditional classes. For example:
 - 1. ITV classes will be of the same rigor as face-to-face classes;
 - 2. Academic credentials of faculty will meet Divisional standards;
 - 3. Exit outcomes will be assessed by the Division.
- E. ITV classes will be governed by the negotiated agreement in the same way, as traditional classes unless otherwise specified in this document.
- F. The college's use of ITV technology will not directly result in either:
 - 1. A dismissal for lack of work; or
 - 2. Restriction of access of an instructor to a one-hundred percent teaching load.
- G. For the faculty, a prerequisite for the use of ITV technology is the possession of specific ITV related skills. Instructors who teach with ITV technology must either possess the necessary skills or acquire them prior to teaching with the technology. Appropriate training for ITV presentation will be paid for by the college.
- H. Instructors are encouraged to experiment with ITV to explore its full potential as an instructional delivery mechanism.

II. Delivery (Operational Issues)

- A. ITV classes are intended to promote live and interactive learning.
 - 1. ITV classes will not be video taped without the knowledge and consent of

the instructor.

2. No taped ITV sessions will be used by the District without prior consent of the taped instructor.

3. Due to the need for interactive learning, the college shall not maintain a collection of taped ITV class sessions which could be used as a course.

B. ITV classes which duplicate courses currently taught and/or listed in the college catalog shall not be received from other institutions. The Union must be apprised of the circumstances attendant to an intended exception to this condition prior to exercising the exception. Circumstances allowing exceptions include, and are limited to, one or more of the following.

It is permissible to import a course from another college which is currently taught and/or listed in the MATC catalog if:

1. The number of students available is less than normally required to offer the course;

2. There is no instructor available to teach the course;

3. Offering the course is in the best interests of maintaining cooperative relationships with educational partners;

4. The course is an integral part of a program or certificate being received from another college.

C. The standard for ITV operation will be four student-occupied sites for any one instructor teaching credit courses in degree or diploma granting programs. The use of more than four sites will be permitted if the instructor approves and the Union is notified prior to implementation. Such exceptions shall be non-precedent setting.

D. Class Size

1. The standard for class size shall be either established by the division or dictated by the previously negotiated agreement. Exceptions to this standard shall occur only if the class is redesigned for larger section size through such strategies as remote facilitators.

III. Assignment

A. It is recognized that we are currently in a period of transition with regard to participation of instructors in ITV courses. It is anticipated, however, that ITV will ultimately be assigned to faculty in the normal way by Divisions. At present, participation in the ITV delivery system is voluntary except for all instructors hired after September 1, 2000. Positions posted after this date may specify expertise in and willingness to use ITV technology as a condition of employment. For all other faculty, the decision not to participate in ITV courses will not be used in any evaluative manner.

B. Administration observation of ITV classes, for all instructors not employed specifically to use ITV technology, will occur only for the purpose of reappointment to the ITV delivery system.

IV. Staffing

A. Site coordination staff shall be made available upon request at each site for technical support at the beginning of each transmission and for assistance during the transmission.

B. It is the responsibility of the instructor to approve proctors at remote sites. Students are responsible for securing proctors who conform to institutional guidelines. The college is responsible for distributing bulk materials such as texts, syllabi, tests, etc. to the remote sites.

C. The college shall also provide a safe environment for instructors at remote sites.

V. Recognition

A. The District and the Union recognize increased responsibilities of faculty using the ITV system for the first time.

B. Instructors who have no experience using ITV (at MATC or otherwise) may choose either of the recognition methods below:

1. Participation in a Technology Seminar or its equivalent which will include release time following the critical literacy model; or
2. A one time increase in the course load of 1.5.

APPENDIX O

SIDELETTER OF AGREEMENT BETWEEN MATC TEACHERS UNION AND MADISON AREA TECHNICAL COLLEGE

Earlier Retirement

1. A contractual teacher who has been employed by the Board for a period of 15 or more years may elect to retire at the end of the semester during which that teacher has attained age fifty-seven (57) or at the end of any semester thereafter. Upon such an early retirement, the teacher shall be eligible to receive the following benefit:

a. A monthly retirement payment equal to that which the teacher would receive from the Wisconsin Retirement System had retirement taken place at sixty-five (65). This payment shall be a combination reduced WRS payment and Board payment with the sum equal to age sixty-five (65) benefits.

b. The District shall pay, on a monthly basis, an amount equivalent to the cash value of the monthly single WPS Care Share plan premium until the retiree would normally qualify for Medicare. This amount may then be applied to continue the payment of health insurance for the teacher and his/her eligible dependents at the time of retirement.

The cash value of the monthly single WPS Care Share plan premium may only be applied to the continuation of health insurance. It has no "cash out" value. Evidence of insurance must be provided to the District in the form of a certificate or direct bill. The employee is responsible for any insurance premium amount in excess of the amount paid by the District.

2. The above stated benefits, are available for up to 54 ~~twenty-eight (28)~~ retirees over the period of the 1999-2002 ~~1997-99~~ collective bargaining agreement and a minimum additional 9 retirees for the conclusion of the first semester of the 2002-03 school year under the following limitations:

a. For each school year, 18 retirees are eligible for this benefit. No more than 9 retirees may retire at the conclusion of 1st semester of each year. For school year 1997-98, fourteen (14) retirees are eligible for this benefit, but not more than seven (7) may be used for retirements at the conclusion of Semester I, 1997-98. For retirements at the conclusion of Semester I, 1998-99, seven (7) additional retirees are eligible for the this benefit. For retirements at the conclusion of Semester II, 1998-99, seven (7) additional retirees are eligible for the this benefit.

b. Potential retirees may apply for this benefit on a form provided by the college between January 14, 2000, and January 28, 2000. Each applicant will be able to state a first and second choice. Assignments will be made based upon seniority. Applicants will be notified of the results by February 11, 2000. If there are fewer applicants than "slots" available during any of the above stated three periods, up to three (3) unused "slots" shall be rolled over to the succeeding time

period:

~~EXAMPLE: Unused "slots," to a maximum of three (3), available for the 1997-98 school year shall be added to the seven (7) "slots" available for end of Semester I, 1998-99 school year retirements which would then increase the potential "slots" available to a maximum of ten (10). Similarly, unused "slots," to a maximum of three (3), of the potential available for Semester I, 1998-99 school year shall be added to the seven (7) "slots" available for end of Semester II, 1998-99 school year retirements which would then increase the potential "slots" available for that time period to a maximum of ten (10).~~

c. ~~After February 11, 2000, if "slots" remain, teachers may apply on a first come, first served basis, for one of them by notifying the Human Resources Office in writing. In order to access one of the remaining slots, a qualified teacher must provide a minimum of 6 months notice prior to retirement. Applicants must use an official application form provided by the District. Applications shall be filed with the MATC Human Resources office. The Human Resources office will date and time stamp each application and give a copy to the applicant. The Human Resources office will send a copy to the Union.~~

d. ~~The application periods for this benefit are as follows:~~

Application Window	Applicable Retirement Period
9/15/97 through 10/1/97	End of Semester I, 1997-98
10/2/97 through 4/1/98	End of Semester II, 1997-98
4/2/98 through 10/1/98	End of Semester I, 1998-99
10/2/98 through 4/1/99	End of Semester II, 1998-99

~~Applications submitted before or after the application window for a particular retirement period shall not be processed.~~

e. ~~This early retirement benefit shall be applied on a "first come, first served basis." The earliest applicants, based on the HR date and time stamp, shall, up to the limit of "slots" available in a specific time period, receive the benefit.~~

~~f. The notice of retirement is irrevocable. It may not be withdrawn without mutual agreement of the District.~~

~~g. If a teacher would attain age fifty-seven (57) during the summer, but prior to the commencement of Semester I of a particular school year, such teacher shall be eligible for this benefit on his/her birthday provided the teacher made timely application in the Spring and there were slots available.~~

~~h. Retirements under this clause may only occur at the end of a semester or, in the case of a teacher reaching age fifty-seven (57) in the summer, on that teacher's birthday or later, but prior to the start of the school year.~~

~~i. Retirees who chose not to use or are not eligible for any portion of this benefit, shall not be counted for the purposes of determining "slots" available.~~

~~This agreement reflects an early retirement experiment. The parties are uncertain as to the utilization of this provision or its impact on the College. Such results shall need to be analyzed for future negotiations. Therefore, this sideletter shall expire on June 30, 2002 +1999, but may be extended by the Union and the Board. If it expires, it shall not be considered the status quo. However, any eligible employee retiring or giving notice to retire prior to the sideletter's expiration shall continue to and/or will receive the benefits described herein.~~

APPENDIX P

SIDELETTER OF AGREEMENT BETWEEN

MATC TEACHERS UNION
AND
MADISON AREA TECHNICAL COLLEGE

Span, Overload & M-F Exception Form*

For Semester _____ of the _____ school year,
_____, has the following variation in scheduling:

q Hours exceed daily

q Overload

q M-F exception

This variation has occurred for the following reasons:

This is voluntary on the part of the instructor and will not set a precedence over Union contract language.

Instructor

Date

Union President

Date

Immediate Supervisor

Date

*Photocopy at 125% to produce an 8.5"x11" document.

APPENDIX Q

SIDELETTER OF AGREEMENT
BETWEEN
MATC TEACHERS UNION
AND
MADISON AREA TECHNICAL COLLEGE

Summer School Teaching Notice

Name

Division

Seniority Date

Areas of Certification/Certiability

Teaching preferences are:

- 1.
- 2.
- 3.
- 4.
- 5.

Campus preferences, in order, are:

(choices: Commercial, DEC, Fort Atkinson, Portage, Reedsburg, Truax, Watertown)

- 1.
- 2.
- 3.
- 4.

APPENDIX R

SIDELETTER OF AGREEMENT
BETWEEN
MATC TEACHERS UNION
AND
MADISON AREA TECHNICAL COLLEGE

Non-Teaching Assignment Pay

Assignment	1999-2000	2000-2001	2001-2002
Substitution [page 21]	\$24.30	\$25.09	\$25.84

Additional assignment (curriculum studies, research, writing new courses) [page 20]	24.30	25.09	25.84
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Maintain lab/shop equipment, move, setup, unpack equipment [page 37]	16.96	17.51	18.04
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Travel [page 24]	13.33	13.76	14.17
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APPENDIX S

SIDELETTER OF AGREEMENT
BETWEEN
MATC TEACHERS UNION

AND
MADISON AREA TECHNICAL COLLEGE

Special Assignment Approval Form
Year _____ Semester _____

REQUEST
Division _____ Department _____ Program _____

Name of faculty member _____
Special assignment title _____
Percent allocated _____ Hours _____ Required to achieve full load? r Yes r No

Name of replacement(s) for position _____
Reimbursed by _____ Anticipated completion date _____

Reason for special assignment/description/duties:

Outcome/benefits:

Will there be a final: r Report r Summary r Product r Other

I have read the description of this special assignment.

Faculty signature _____ Date _____

APPROVAL

Supervisor _____ Date _____

PROJECT COMPLETED

Supervisor _____ Date _____

cc: Faculty
Vice President Instructional Services
Division Office

APPENDIX T

- SIDELETTER OF AGREEMENT
BETWEEN
MATC TEACHERS UNION
AND
MADISON AREA TECHNICAL COLLEGE

- Workload Proposal

The purpose of this proposal is to achieve fairness and equity in full-time faculty workload and compensation and to define the role and scope of responsibilities for faculty positions, ensuring that the principles of fairness and equity are preserved in professional assignments and methods of compensation.

- Assumptions

The following working assumptions have shaped this proposal:

1. A changing student population, rising costs, decreasing state subsidies and technology will result in transformations in teaching and learning.
2. Our governing board, funding agencies, the public and students demand a high quality of service, productivity and value for the money.
3. The faculty is committed to providing quality instruction and maintaining a standard of excellence.
4. The faculty expects a workload policy that is fair and equitable, recognizes diversity across programs, contains base standards, allows for a variety of instructional formats, and considers unique and special circumstances.

-
Goals

The proposed system:

1. Supports individual faculty contributions.
2. Recognizes the uniqueness of faculty position descriptions.
3. Individualizes workload based on agreed upon principles and faculty responsibilities.
4. Acknowledges the importance of good planning in negotiating faculty workload.
5. Provides faculty with an opportunity to choose between a traditional and less traditional approach to determine workload.
6. Considers ways to increase accountability.

This proposal provides the beginning structure for a new faculty workload policy. The success of the proposed model will require a good faith effort of faculty and administrators working together to improve workload practices. It is only in a climate of trust and collaboration that the intent of the proposal will be realized.

The proposal acknowledges the importance of:

- An open process beginning at the division/department level and involving group consensus, setting division goals, identifying priorities, and allocating resources.
- An enhanced role for instructional administrators to provide leadership and facilitate implementation of the proposed model.
- A training program for faculty and administrators prior to the implementation of the proposed model.
- Pre-planning to ensure workloads that improve current operations and consider division resources as well as the needs of students, faculty, and the college.
- A plan to accommodate unexpected changes in workload which considers the needs of students, faculty, and the college.
- A district-wide workload policy that is equitable but also accommodates diverse instructional needs.

-
Philosophy

Workload assignments must facilitate learning, promote teaching excellence and recognize faculty involvement in college-wide and department/divisional work outside the classroom. The guidelines are a means to promote equity, develop a new outlook, maximize productivity and redefine the professional role of faculty.

Overview

Flexible district standards provide the framework for faculty and administrators to determine workloads that are fair and consistent with district, college, division/department and individual goals. These standards recognize the unique characteristics of different disciplines and services as well as a faculty commitment to student success that extends beyond classroom instruction. Although the

normal contractual workweek is the standard for scheduling job-related activities, faculty expend many more hours on professional responsibilities associated with serving students, the institution and/or the community.

Faculty and administrators establish self-directed work teams to determine goals, recommend workload and guide the assignment of instructional contact hours.

In summary, a workload model must:

- Be flexible, fair and equitable
- Be productive and cost effective
- Account for responsibilities beyond teaching
- Accommodate diverse instructional methodologies
- Position the district for future demands
- Promote individual innovation
- Support quality instruction

Workload Model

The workload model is based on the three components of faculty responsibilities.

1. Learning facilitation (serving students)
2. Serving the institution and community (collateral professional responsibilities)
3. Professional development (addressing mission-centered change and growth).

Learning Facilitation — 70%

Faculty commitment to student success includes responsibilities beyond classroom instruction. In practice these learning facilitation responsibilities should normally approximate 70% of the usual workload. They include:

- The teaching assignment
- Associated planning, preparation and evaluation to support student learning
- Office hours

Learning Facilitation activities shall include:

Immediate preparation for class such as:

- Individual student communication (help, set up appointments, phone messages, email from students missing class)
- Office hours
- Classroom arrangement for optimal learning environment (chairs and tables, desks, podium, props or demonstrations)
- Arrange delivery of classroom technology
- Technology setup and check systems
- Board work
- Arrangement of handouts
- Transit to the classroom with materials
- Review of teacher notes and assignments

Delivery of classroom activities such as:

- Classroom instruction
- After class cleanup
- Individual student communication (help, set up appointments, phone messages, email from students missing class)

Routine curriculum activities such as:

- Class design work

- Copying
- Preparation of activity instructions, worksheets, quizzes, exams
- Research on classroom and lab topics
- Lab preparation and set up
- Testing lab activities
- Collaboration with other instructors, PSRP, Deans, and students
- Review material to be presented
- Scheduling (speakers, field trips, special rooms, technology equipment, computer time)
- Assessment and grading: quizzes, tests, worksheets, papers, presentations, projects, lab reports, lab notebooks and lab exams
- Development of course standards
- Technology changes
- Selection of new textbooks
- Inclusion of new course material
- Makeup work and self-guided studies by students
- Student guidance such as:
 - Maintenance of student course records
 - Working with individual students to facilitate learning
 - Working with groups of students to facilitate learning
 - Student motivation
 - Career/job preparation/references

Determining Learning Facilitation Workload — 70%

The formula for determining load for the learning facilitation portion of a professional teacher workload (70%) shall be 3.65% for each class period and one-half percent (0.5%) assigned for prep for each unduplicated credit (prorated where appropriate), and 0.1% for each student (prorated where appropriate). Open lab shall be 3% for each class period and no additional percentage for preparation or for the number of students. The student count will be based on the average number of students in the particular class in the previous two semesters taught as reported to the State WTCS Board. For new classes, the student count will be determined by the College based upon class capacity.

The administration is responsible for determining class offerings and times at the department/program level. The faculty in the affected department/program shall determine staffing of classes using a consensus/team decision making process. The supervisor or other college personnel maybe used by the department/division to facilitate the process. If the process is not successful, the supervisor will make the final decision.

The target for learning facilitation will be 70%. The percentage (%) factor for learning facilitation of some faculty may be greater or less than 70% within a particular division/department/area based on the work plan for that division/department/area provided that all learning facilitation needs are met. Adjustments in institutional and community service components of workload may be necessary.

Under the current workload model department/division budgets contain a certain amount of time (percentage) for program directors and lead teachers. This time may be substituted for learning facilitation activities upon agreement of the teacher and the department/division. This practice may continue under the new workload model not to exceed the current amount of budgeted time (percentage).

The calculation of workload is not intended to reduce faculty workloads below fifteen (15)

contact periods. Research and development and other college wide service activities may be substituted for learning facilitation activities at the discretion of the college. Such requests shall be directed to the Vice President of Instruction.

- Institutional and Community Service — 20%

Faculty commitment to serving students and communities includes collateral responsibilities that support MATC in achieving its mission and goals. These responsibilities should normally approximate 20% of the usual workload. Coordination and direction of these activities is an administrative responsibility. As such, the administration shall determine the goals and activities that need to be completed at the institutional, departmental and program levels. Service plans will be developed in writing at the department/division level or campus as appropriate by the affected staff and will detail responsibilities for individual faculty members. The supervisor or other College personnel may be used by the department/division to facilitate the process. If the consensus/team decision-making process concerning institutional and community service is not successful, the supervisor will make the final decision. The activities associated with the service component may include, but are not limited to:

- a. Student interactions such as
 - 1) Advising
 - 2) Orienting new students
 - 3) Accommodation of student special needs
- b. Internal community activity such as
 - 1) Committee work
 - 2) Grant writing
- c. External community activity such as
 - 1) Advisory committee
 - 2) Donor contacts
 - 3) Service on other boards or committees directly related to the College's mission and as the official representative of the College
- d. Implementation of Instructional Design and Delivery such as
 - 1) WIDS/competency creation
 - 2) Implement Instructional Strategy
 - A) Accelerated formats
 - B) Instructional technology
 - C) Distance education
- e. Assessment activity such as
 - 1) Core abilities/Assessment Implementation Activities
 - 2) Program Evaluation/Accreditation leadership

- Professional Development — 10%

Faculty commitment to addressing change and growth is tied to and includes a plan for professional development and renewal through participation in intellectual, skill building, and cultural opportunities. Two major categories of such professional development are currency in the teaching discipline and strategies for effective teaching and learning. Programs to achieve this goal should normally approximate 10% of the usual workload. These activities will be established and documented as part of a teacher's Annual Professional Development Plan. These activities may include, but are not limited to:

- Continuing education
- Workshops

- Courses
- Seminars
- Academic degrees
- Professional meetings
- Workplace experience
- Mentoring

IMPLEMENTATION GUIDELINES

Departments are responsible to create workloads for staff which conform to the system in this proposal while at the same time meeting universal program goals.

Universal program goals include:

- maintaining instructional quality
- encouraging student success
- offering students a variety of instructional options
- achieving divisional/program FTE goals
- supporting college and divisional initiatives
- meeting employer needs
- effective use of institutional resources
- meeting external accreditation standards
- responding to the needs of other programs

If a program does not meet universal program goals, the College may intervene and take appropriate action to insure goals are met.

Implementation of this workload proposal shall maintain quality of instruction and not decrease access to education for district students. If a given program reduces overall teaching assignment hours there must be provision for making up this deficit of instruction. Possible strategies for achieving this goal include:

- curricular modification
- scheduling modifications
- instructional strategy modifications
- addition of faculty (full or part time)
- collaboration with other programs/divisions

Programs shall present plans to implement a reduced teaching assignment strategy to the Committee on Workload Implementation. The committee shall determine the allocation of funds to applicant programs based on clearly stated standards. The Committee shall be comprised of four (4) members, two appointed by the College and two appointed by the Union. The Committee shall meet as needed and operate on a consensus basis. The major charge to the Committee is to review and approve the 70% Learning Facilitation portion of the workload for each department/program. Committee members may elect to have 20% release time or receive a stipend of \$1,500 per year.

The committee may also:

- issue guidelines,
- provide timetables,
- provide for consultation as needed.

The model will be implemented first on a pilot basis during the term of the 1999-2002 collective bargaining agreement in representative divisions/programs in which the parties agree. The parties are committed to the model contained herein and intend that the model will eventually be a complete substitute for the model existing during the term of the 1997-99 collective bargaining agreement.

Planning for implementation will occur during 1999-2000. Implementation in the pilot areas

shall take place in the 2000-2001 term. The parties agree to work to contain the cost of implementation of the model. The parties recognize that the cost of implementation includes, but is not limited to personnel, facilities, equipment and supplies. The total cost of implementation on a college-wide basis shall not exceed \$500,000.

In the event the pilot does not accomplish the goals of the parties or the parties are otherwise dissatisfied, the parties agree to meet and work together to address modifications and/or adjustments that may be necessary to meet the objectives of the parties prior to expanding implementation to other divisions/programs. In the event the parties can not agree on modifications and/or adjustments, then either the Union or the College may compel the return to the 1997-99 workload model upon no less than six months notice. The parties acknowledge that the model contained in this proposal will not be considered the status quo by either party in future negotiations or arbitration proceedings between them unless both parties declare it so by a subsequent written agreement between them signed by duly authorized representatives.

The parties intend the eventual implementation of the model on a broad scale throughout the College. However, the model shall not apply to the following areas:

- farm business
- Counselors
- Apprenticeship
- Others to be determined

It is expressly understood that any part-time faculty employed to implement this proposal shall not be counted against any limitations on hiring of part-time faculty contained in the collective bargaining agreement or any addenda thereto between the parties.

NOTE 1: The parties hereto do not intend that anything in this model will change the definition of full-time teacher for purpose of the recognition clause of the collective bargaining agreement between them. The parties agree that the recognition clause (used to determine whether a teacher is included in the unit, which is based on the workload formula at Article VI, Section H) shall be interpreted in the same manner as under the 1997-99 collective bargaining agreement. This means that the maximum hours that a part-time teacher may teach shall remain the same as those under the 1997-99 collective bargaining agreement, notwithstanding the potential contact hour reduction that may occur for full-time faculty.

BARGAINING NOTES

BETWEEN
MATC TEACHERS UNION
AND
MADISON AREA TECHNICAL COLLEGE

#1 — E-Mail

It is acknowledged that e-mail communication is not completely secure. Further, because of backup systems, deleted e-mail may continue to exist in a retrievable format for a period of time. E-mail that has been deleted from the system should be completely eliminated within 2 weeks of the final deletion. The backup system overrides previous backups on a 2-week rotational basis.

a. — The parties will work together to produce a document detailing the timelines that are currently in effect at the College for the storage of e-mail.

~~_____ b. _____ The parties will work together to develop a procedure that will allow an individual to have the ability to permanently erase e-mail messages.~~

#2 — Course Classification Committee

Within 25 days of the start of the first semester of 1997-98, the Course Classification Committee shall meet at the call of the Union and administration.

The purpose of this meeting is to establish rules and procedures for the committee to conduct its business.

One person from the union and one person from the administration (not on the Course Classification Committee) shall serve as facilitators. Should the committee not agree on one or more rules or procedures, the facilitators shall determine the outcome.

#3 — EAP

The College and the Union will work cooperatively to establish and promote an employee assistance program which will be administered externally to enhance confidentiality and ease of access.

#4 — Clerical Assistance

During the 1997-99 negotiations between the Board and the Union, the parties agreed that support services, such as word processing and duplication, shall give priority to production of materials which are needed for classroom use or other projects meant to meet the needs of teachers' customers. This may be especially important at the beginning of semesters when the needs of the faculty to have materials available for their students may conflict with other non-instructional related needs. We agree that instructional needs shall receive first attention.

#5 — Regarding Assignment of Overloads

It was agreed that Ed Clarke and Janet Stevens would write a joint memo indicating that the language in the collective bargaining agreement that refers to the "occasional need" to schedule an overload means occasional. "Occasional" does not mean every semester.

#6 — Insurance Coverage

The following changes in insurance coverages are effective February 1, 2000:

Health — Add oral birth control prescription coverage.

Dental — Annual maximum from \$1,000 to \$1,500; orthodontics maximum from \$1,500 to \$2,500.

Disability — Cost of living adjustment 1/2 of CPI or 6%, whichever is less.

#7 — Union-Management Committee

The following items will be addressed in the meetings of the 1999-2000 Union-Management Committee:

1. Intellectual property rights
2. ITV and application of other technologies
3. Parking fee
4. Advocacy role for staff
5. Process for grade changes

#8 — Grade Changes

- a. Generally, the Union and the College agreed to the following in regard to student grade changes: only the teacher can change a student grade.
- b. A grade may be reviewed and possibly changed if the student goes through a specified process.
- c. The process will be designed by the Union-Management Committee.

#9 — Advocacy for Processes

College employees, as part of their job, may be involved in an advocacy role involving a particular student/employee in complaint or appeal processes. The parties have agreed that the role of such employees should be to advocate for the process and not for the particular individual involved. The complaint and appeal process, as well as College staff involvement, shall be a topic for the Union-Management Committee.

#10 — Outgoing Mail

1. Outgoing personal mail may be sent to the mail room. Outgoing personal mail must be sealed and have the proper postage affixed prior to deposit. Personal mail will be delivered to U.S. Postal Service as received in the mail room during the next scheduled trip.
2. Outgoing college mail should identify the sender or sending department and include an appropriate ASN. It is important to insure that outgoing mail is processed at the lowest appropriate rate. Therefore, mail class and material rates will be determined by the mail room. If necessary information is not obvious, the mailpiece may be opened for verification.
3. Mail will not be sent until the necessary information is received. Mail will be opened if the ASN cannot be determined. The college reserves the right to take appropriate action to insure that the college mail system is being used appropriately. Employees should not use college postage or supplies for personal mail.

#11 — Multiple Supervisors

A concern was raised during bargaining about the appearance or actuality of employees having multiple supervisors, particularly when the employee is getting work direction from an outside agency. The parties reaffirm that bargaining unit employees have only one supervisor to report to and that is an internal college supervisor. The parties further agreed that contracts made with outside agencies which use the services of bargaining unit employees need to contain language noting the existence and force of the parties CBA.

#12 — NCA Accreditation

The college will shortly be going through the NCA reaccreditation process. There will be a college administrator assigned to lead the process. When such administrator is assigned, the college president shall notify the union president of the assignment. The union may then appoint a member to act as a liaison, on behalf of the union, to the administrator and the NCA reaccreditation process.

#13 — Personal & Swap Days

In regard to personal days, the parties reaffirm that personal means personal. The reason for the use of the days is not required. In regard to short-term substitution days, the only requirement in the use of such days is advance notice. Appropriate vice presidents (Clarke and Findlen) will send a memo to their respective supervisors indicating these reaffirmations of the College and the Union.

#14 — Instructions for Administering Student Opinionaires

Philosophy: The goal is to give students an opportunity to fill out a student opinionaire form in

a representative section of each class an instructor teaches within the four year professional development review cycle. Each instructor should strive to have a minimum of a student opinionaire conducted in one course per semester in order to meet this goal. The office of the faculty member's supervisor is responsible for maintaining the schedule for student opinionaires to be conducted.

Procedures: Sufficient copies of the student opinionaire forms will be put in an envelope and sealed by the office of the faculty member's supervisor. The supervisor's office will randomly select the names of three students. These students will have responsibility for collecting completed opinionaires, sealing them in the envelope provided, and returning the envelope to the Office of the Vice President at Truax or to the campus/center administrator's office when the opinionaire is administered at locations other than Truax. This envelope will be delivered to the class on the day agreed upon by the faculty member and his/her supervisor. The faculty member will leave the room while the forms are distributed, filled out by the students, and placed in an envelope to be sealed and returned to the word processing office to be processed.

The ratings will be tabulated and the student comments recorded by the word processing department. One copy of the results will be forwarded to the faculty member and one to the office of the instructional supervisor for use in the next professional development review or evaluation session with the supervisor.

#15 — Guidelines for Implementing the Evaluation Process

1. Each year, all evaluators of faculty performance should attend an inservice session on using the evaluation process.

2. Probationary faculty should also attend an inservice on the evaluation process during their orientation as new faculty in their first year of full-time employment at the college.

3. The purpose of the evaluation process is to provide a systematic assessment of a faculty member's performance for use in determining whether his/her employment as a teacher should be continued. It also provides a formal means of communicating with faculty members those specific areas of his/her performance which require improvement. This process provides an opportunity for the faculty member to fully understand the actions and behaviors which will help him or her succeed as a faculty member at the college.

4. Components of the evaluation process

a. Goal setting

1. Short-term

a) Monthly

b) 6-month

2. Long-term

a) 1-year

b) 2-year

c) 3-year

b. Preparing and implementing action plans to achieve goals.

c. Evaluating progress

1. Teacher self-evaluation

2. Supervisor's evaluation

3. Collaborative evaluation

d. Reporting results

1. Copy to faculty member

2. Copy to Human Resources' official personnel file

5. Evaluation criteria include but are not limited to the following

Employee behaviors such as

- Attendance
 - a) Promptness consistency
 - b) Notifies appropriate supervisor of attendance needs
- Interpersonal relationship skills
 - a) Teacher-student
 - b) Teacher-teacher
 - c) Teacher-PSRP
 - d) Teacher-supervisor
- Motivation
 - a) Enthusiastic — wants to learn
 - b) Interested in
 - c) _____
- Fulfillment of faculty roles
 - Demonstrates knowledge of subject area
 - a) Effectiveness in classroom
 - b) Involvement in instructional priorities such as assessment strategies
 - Selects appropriate assessment strategies
 - Designs evaluations of student learning
 - Teaching students to _____
 - Effectively ties teaching strategies, learner outcomes and assessment
 - Curriculum development
 - a) Course outlines
 - b) Course syllabi
 - c) Course handouts
 - d) Learning resources for students
- Team skills in the faculty role
 - Student guidance
 - Teacher to teacher collaborative efforts
 - Teacher-support staff collaboration
 - Teacher-supervisor collaboration
- Teaching goals
 - Classroom visitation and program-level activities

such as:

First year: Participation in the mentoring program

Second year: Teacher has all course materials developed for his/her assigned classes, demonstrates knowledge of several teaching methods, demonstrates growing level

Third year: Demonstrates use of innovative teaching methods, strong positive interactions with students, teachers, supervisors

- Other issues

Recommendations for improvement:

Each faculty member should develop a set of self-improvement goals

Each supervisor of the probationary teacher should develop recommendation for the faculty member based on observation and discussion with the faculty member.

— Signed _____, Supervisor Date _____

Signature of faculty member indicating he/she has seen and discussed the evaluation document. The faculty member's signature does not signify agreement or disagreement with the evaluation.

Signed _____, Faculty Member Date _____

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