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IDnum 360 **Language** English **Country** United States **State** WI

Union PSRP (Paraprofessional and School Related Personnel)

Local 3872

Occupations Represented
Teachers—postsecondary
Librarians
Teacher assistants

Bargaining Agency 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.

PSRP Contract
Collective Bargaining Agreement

between the

Madison Area Technical
College District

and the

Madison Area Technical College
PSRP Union
Local 3872
WFT/AFT, AFL-CIO

July 1, 1999 - June 30, 2002

PREAMBLE

This Agreement, covering wages, hours, and working conditions, is made and entered into

between the Madison Area Technical College District (hereinafter referred to as the "Board" or "College" or "District") and the MATC Paraprofessional and School Related Personnel (PSRP) Union (hereinafter referred to as the "Union").

Whereas, it is the desire and intent of the parties to seek peaceful adjustment of differences

that may arise between them and,

Whereas, the purpose of the Agreement is to promote harmony and efficiency in the working

relationships between the parties so that the employee, the school, and the

public may be

benefited,

Now, therefore, it is agreed that the following provisions shall cover this

Agreement.

ARTICLE I

RECOGNITION AND SCOPE

Section A-Recognition and Definition

1. The Board recognizes Local 3872, WFT, as the sole and exclusive bargaining representative of the PSRP employees of Madison Area Technical College

District as

defined below.

2. The PSRP is defined as all office, clerical, custodial, maintenance, and related employees employed by the Board excluding supervisory, confidential, and managerial employees, for the purpose of collective bargaining with the Board on questions of wages, hours, and conditions of employment.

3. An employee of the Board is considered to be any person who receives his/her salary from the Board.

4. The Board and the Union further agree that the Agreement shall not apply to or

cover those employees who work less than twenty (20) hours per week or are hired

on a temporary basis (temporary means less than three months unless the temporary person is filling an opening created by a leave of absence of a PSRP bargaining unit member) and those persons hired as work-study, and/or other similar programs as agreed.

Section B-Implementation

1. The Board shall make available to the Union, upon its written request, information, statistics, and records concerning the school district which is 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 the Union's responsibility to research and duplicate. The Union shall have recourse to grievance should a dispute arise in regard to availability or pertinence of requests.

2. The Union and the Board shall agree that on any committee, established by the Board and/or College President calling for employee representation, the Union, through its President, shall select such representatives. The employees shall have representation on the Facilities, Safety, and Social Committees, on the Affirmative Action Committee and on any other committees affecting PSRP members which are formed in the future.

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 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 approved minutes following each meeting of the Board.

5. Copies of all agreements and supplements thereto between the parties shall be distributed by the Union to each employee covered by this agreement. The Board or

its representative agree to meet with the Union within five days after the signing of this agreement for the purpose of arranging to duplicate or print this agreement

and any supplement thereto. The Board and the Union will each pay 50% of the cost of such printing or duplicating unless the printing/duplicating is done in-house,

in which case the Board will pay the cost. The Union shall distribute copies of this agreement to all new employees subsequently hired within the unit.

6. Whenever members of the Union are scheduled to participate during working hours in grievances respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss in pay nor shall such periods be

regarded as periods of work to be made up later. A Union designee shall be allowed

a reasonable time to investigate grievances with no loss in pay nor shall such periods be regarded as periods of work to be made up later.

Section C-Use of Facilities

1. The Union may hold meetings within any building owned by the Board upon approval of the person responsible for scheduling which is subject to the educational programs and availability.

2. The Union shall be provided one bulletin board at each campus as close as possible to the PSRP mailboxes. The Union shall have the right to use the district mail system (including reasonable use of electronic mail) and/or mailboxes.

3. The Board shall provide a listed telephone number and a mailbox for the Union.

4. Subject to the demands of the educational programs of the District, the Union shall be permitted to use school equipment such as duplicators, typewriters, etc., in relation to Union activities. The cost of using such equipment will be paid by the Union.

Section D-Union-Management Committee

1. The undersigned 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, and on a bimonthly basis 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.

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 college and employees, including, but not limited to, facilities, accommodations and supportive services.

2. 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 nonprecedential and nonbinding in any collective bargaining or arbitration process.

Prior to issuing any recommendations, the Committee shall endeavor to conduct any necessary investigation.

3. 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.

4. The Committee will be co-chaired by Union and Management.

ARTICLE II

DUES DEDUCTION AND FAIR SHARE

Section A-Dues Deduction

1. The Board agrees to payroll deduction upon receiving written authorization of the employee.
2. All funds collected by the Board as a result of dues deduction shall be remitted promptly to the appropriate financial officer 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 PSRP's organization. The Union shall not indemnify and save harmless the Board for negligent acts which are the Board's own.

Section B-Fair Share

1. Membership in the Union is not compulsory. An employee may join the Union and maintain the membership therein consistent with its constitution. The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equal to the actual cost of such bargaining and contract administration.
2. The Board agrees to deduct the amount of fair share certified by the Union as the fair share amount uniformly required of nonunion bargaining unit members from the earnings of the nonunion bargaining unit members affected by this Agreement and pay promptly the amount so deducted to the Union.

Section C-Indemnification

The Union indemnifies and holds the Board harmless against any and all claims, demands, suits or other forms of liability including court costs that arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is taken under the provisions of this fair share agreement and/or in reliance on any list which has been furnished to the Board or its representatives pursuant to this fair share section by the Union.

ARTICLE III

MANAGEMENT RIGHTS

Section A-Definition

The Board retains and reserves the sole right to manage its affairs in accordance with all applicable laws and legal requirements. Included in this responsibility, but not limited thereto, is the right to:

1. Determine the number, structure, and location of departments and divisions.
2. Determine the kinds and number of services performed.
3. Determine the number of positions and classifications thereof to perform such services.
4. Direct the work force.
5. Establish qualifications for hire.
6. Test and to hire.
7. Promote and retain employees covered by this agreement.
8. Transfer and assign employees covered by this agreement.
9. For just cause, suspend, discharge, demote, or take other disciplinary action.
10. Release employees covered by this agreement from duties because of a lack

of
work or funds.

11. Maintain efficiency of operations by determining the method, the means, and the personnel by which such operations are conducted and to take whatever actions are reasonable and necessary to carry out the duties of the various departments and divisions.

12. Make reasonable work rules.

13. The Union recognizes that the Board has statutory obligations in contracting for

matters relating to school operations and that various forms of subcontracting have

been the regular past practice. The right of contracting or subcontracting is vested

in the Board. The right to contract or subcontract shall not be used for the purpose

or intention of undermining the Union or to discriminate against any of its members. No subcontracting shall conflict with specific rights of employees under the Agreement, or shall result in layoff, termination, or discharge of any employee on the payroll as of the date of this Agreement.

Section B-Exercise of Management Rights

The exercise of the foregoing powers, right, authority, duties and responsibilities by the

Board; the adoption of policies, rules, regulations and practice in furtherance thereof; and

the use of judgment and discretion in connection therewith shall be limited only by the

specific and express terms of this Agreement.

ARTICLE IV

EMPLOYMENT

Section A-Nondiscrimination

1. 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, or membership in or association with the activities of any employee organization in compliance with Wisconsin Statutes.
2. The Board shall agree that the principle of equal pay for equal work be observed for comparable work and duties. All fringe benefits shall apply to male and female employees in the same manner.

Section B-Nepotism Policy

In selecting persons for employment, the applicant best qualified and available to perform in the position, should without exception, receive the offer of employment. No restriction is placed on hiring persons related through affinity or consanguinity. However, to avoid possible conflict of interest which may result from peer judgment or administration review procedures, a person so related must not participate either formally or informally in decisions to hire, retain, promote, or determine the salary of the other person.

Section C-Disabled Transfers

In the event that the employer wishes to transfer physically disabled employees to suitable positions vacant in the District, the Human Resources-Vice President may waive the normal hiring procedure.

Section D-Filling of Vacancies

1. Human Resources will advise the Union, upon request, as to the status of any

vacant, newly established, or reallocated position.

2. If a vacant, newly established, or reallocated position is not to be filled, the Union will be notified as soon as possible.

3. When completed, the Union shall have reasonable access to the position control system.

Section E-New Employees

When a new employee is hired, the Human Resources-Vice President shall notify the

Secretary of the Union of the name and address of the newly hired employee within ten (10)

days of his/her acceptance of the position.

Section F-Probationary Period

1. All newly hired employees covered by this Agreement shall be on probation for the first twelve (12) months of employment and shall, during that period, have all employee rights except the right to appeal a suspension or discharge.

Probationary

employees are not eligible for promotion or transfer during their first six (6) months

of employment. Thereafter, probationary employees who transfer or promote shall

remain on probation until they have completed six (6) months in the new job. This shall not be considered a trial period, however, the evaluation requirements of Article IV, Section I, Paragraph 6a. shall apply.

2. The supervisor shall evaluate the employee at the conclusion of the first six (6) months of employment. The supervisor shall discuss the evaluation form with the employee and the employee shall sign and receive a copy of the evaluation form.

A

second evaluation shall be made two (2) weeks prior to the completion of the probationary period in the same manner provided above if the employee still remains in the position at that time. Nothing herein shall preclude the employer

from conducting an evaluation at another time or on a more frequent basis.

3. All employees who successfully complete the probationary period shall not be discharged, suspended, demoted, or disciplined except for just cause.

Section G-Seniority

1. Seniority shall be the length of continuous service with the employer. The Board

and the Union agree to the list of seniority attached to this Agreement, covering employees hired prior to December 31, 1978, and those federal project employees

hired on or before December 18, 1983. An employee subsequently hired by the Board shall be added to the list, using his/her beginning date of employment as the commencement of seniority.

2. Seniority shall be deemed to have been broken if an employee:

a. quits;

b. is discharged;

c. fails to report to work as required after having been recalled from layoff;

d. retires.

Section H-Assignment of Duties and Responsibilities

1. All employees shall be assigned their duties and responsibilities by the immediate supervisor. Employees shall not have the responsibility of supervising (e.g., evaluation, discipline, approval of leave request, signing of time sheets, etc.)

other 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.

2. During the term of this Agreement, the Board agrees not to establish or enforce

work rules and regulations which primarily relate to matters of wages, hours or conditions of employment, to the extent that such are not presently in existence.

3. During the term of this Agreement, the Board agrees not to establish or enforce

work rules and regulations inconsistent with the terms or provisions of this agreement.

Section I-Transfer and Promotion

1. Department supervisor is defined as the nonbargaining unit supervisor who has

final approval for department budgeting, department personnel, and department policy-making decisions. A department is thus defined as all employees working under such a supervisor (e.g., Admissions, Registration, Bookstore, Custodial, Information Systems, Maintenance). The Human Resources-Vice President will annually (July or August) furnish to the Union a list identifying each support staff position and the departmental supervisor as defined above, responsible for that position.

2. When the employer determines to fill a vacant or newly created position, such job opening(s) shall be posted for a minimum of eight (8) working days.

3. A job description for each existing classification shall also be provided.

4. The posting will identify the classification, the shift, shift rotation, hours, rate of pay, work location, and closing date of the posting. A job description stating all required qualifications will accompany the posting.

5. The scores for any tests that the employee has taken for transfer, promotion, and/or initial hiring shall be retained for a period of two (2) years. Such scores shall

be used in any transfer and/or promotion action unless the employee voluntarily retakes the test. An employee shall not be required to take a test if the employee's current position contains equal or greater standards than those applicable to the position sought through promotion or transfer.

6. Transferred or promoted employees shall serve a six (6) months trial period.

a. The supervisor shall evaluate the transferred or promoted employee at the conclusion of three (3) months of employment in the position. The supervisor shall discuss the evaluation form with the employee and the employee shall sign and receive a copy of the evaluation form. A second evaluation shall be made approximately two (2) weeks prior to the completion of the trial period in the same manner provided above if the employee still remains in the position at that time. Nothing herein shall preclude the employer from conducting an evaluation at another time or on a more frequent basis.

b. Transferred or promoted employees who don't satisfactorily complete the trial period under the procedure described above will be placed back in his/her original position.

7. Transfer

a. An employee in the affected department within the same classification shall have the right to transfer on the basis of seniority.

b.

If

the

vacancy

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a

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within

the

affected

department,

all

other
applicants
in
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bargaining
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transfer,
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supervisor

may

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senior.

c. If the vacancy is not filled by a transfer from within the affected classification, all other applicants within the same pay range in the bargaining unit will be considered and, if qualified, be transferred. If two or more qualified employees within the bargaining unit apply for the position, the supervisor may choose among the two most senior.

d. If the junior employee is chosen pursuant to b. or c. above, the supervisor shall meet with the senior employee and a Union representative to explain why the senior employee was not selected chosen. The senior employee may also attend the meeting at his/her discretion.

e. Transfer opportunities under a. above shall not be posted, but all employees in the affected department within the same classification shall be notified. Transfer opportunities under b. and c. above shall be posted.

f. These priorities may be disregarded if necessary to implement the District Affirmative Action plan or official mandates regarding Affirmative Action. If the priorities are disregarded, the resultant hiring must produce an improvement of the Affirmative Action status of the district.

g. "Qualified" is understood to mean having the credentials, skills, knowledge, and ability required.

8. Promotion

a. An employee, if qualified, will be given first consideration for filling the vacancy arising within the bargaining unit. First consideration means that

existing employees within the bargaining unit shall be automatically included in the list of up to (twelve) 12 applicants to be interviewed by the interviewing committee.

b. "Qualified" is understood to mean having the credentials, skills, knowledge, and ability required.

c. The bargaining unit employee will be offered the available position if equally or better qualified than an applicant not in the bargaining unit. If a bargaining unit employee is interviewed but not promoted, the bargaining unit employee(s) and the Union President will be notified prior to the non-bargaining unit individual being hired. Human Resources will copy the Union President when the internal applicant is sent the letter notifying him/her of the 5 days to appeal. This determination may be directly appealed to the College President or designee via written request to the Human Resources-Vice President within five (5) working days of notification. A personal interview will be held upon request. (The personal interview process is subject to review and change by agreement of the PSRP Union-Management Committee.) The College President or designee's decision shall be final.

d. Any employee who is not promoted, upon request, will be given the written reason(s) why and be given suggestions on how to improve for future promotional opportunities.

e. It is understood that promotions shall include voluntary demotions.

Section J-Reclassification

The parties have agreed to a position classification, evaluation system and manual which sets forth the procedures for evaluating new or substantially changed positions and includes a system for filing a request for reclassification. Classification/reclassification requests shall be processed exclusively under this system. See Addendum.

Section K-Layoff-Recall

1. Layoff

When there exists a legitimate reason for a reduction in the work force, the employee(s) with the least seniority in the affected job classification in the municipality involved shall be laid off first.

- a. Employees will be notified of an impending layoff in writing by the Human Resources Department not less than thirty (30) calendar days prior to the effective date, with a copy to the Union. The original notice of layoff will be accompanied by a current seniority listing, and a copy of these layoff/recall procedures.
- b. Representatives of the parties and the employees receiving such notices shall meet at the earliest possible date for the purpose of effecting such layoffs as are necessary.
- c. No permanent employee(s) shall be laid off from any position while any temporary or probationary employee is employed in a comparable position where such positions (no more than two (2) generate a 50% or more workload in the same municipality.

2. Rights of Job Displaced Senior Employees

When a senior employee's job is eliminated which then causes the layoff of the least senior employee in the classification, pursuant to 1. above, the affected senior employee shall exercise one of two options:

- a. Move into the job of the laid off junior employee provided such job is hourly comparable. In that event, the senior employee would have first rights, which would supercede the rights of a laid off employee and, except for rights specified in Article IV, Section I, Paragraph 7.a. and 7.b., to transfer into any new or vacant job in the classification for a period of one year from the date of exercise of this option.
- b. Move into the job of least senior employee remaining in the classification (second least senior before layoff) provided such job is hourly comparable. The least senior employee would then move into

the laid off junior employees job and would then have first rights, which would supercede the rights of a laid off employee, to transfer into any new or vacant job in the classification for a period of one year from the date of exercise of this option.

c. In the event that a job is not hourly comparable, the senior employee may chose to move into the position if it has less hours or bypass the position and exercise his/her options in the next less senior employee's job that is hourly comparable.

3. Layoff List

The Human Resources Department will maintain a current layoff list and will provide a copy to the Union each time the list is changed.

4. "Bumping Rights"

An employee laid off pursuant to 1. above, on the basis of seniority, may choose to bump a junior employee in a job classification requiring similar job skills providing such employee has the necessary competent job skills and the necessary

education required by the job description. The bump must be into a position that is hourly comparable or has less hours than the employee's current position.

However, the bump will not be effective until the junior employee has been given at least a fifteen (15) calendar day prior notice.

a. The senior employee will provide written notice to the Human Resources Department of the intent to bump.

b. The Human Resources Department will provide the employee wishing to bump with the most recent seniority list. The employee may then identify any position held by a junior employee for which he/she is qualified by virtue of the criteria listed above. At the request of the laid off employee, the Human Resources Department will provide the job description for any position held by a junior employee.

c. The Human Resources Department will notify the employee in writing as to whether or not the request to "bump" will be approved. This notice

to discuss the job skills required by a vacant position. This will not create an obligation on the part of either the employee or the college with regard to the ultimate filling of the position.

e. Employees recalled shall report for work at the time indicated on the recall notice which shall be no earlier than fifteen (15) calendar days from the date of mailing of the recall notice. Nothing shall prevent the employer and employee from mutually agreeing to a different time for reporting to work.

7. Rights of Laid Off Employees

a. Employees who are laid off shall have recall rights for a period equal to their length of seniority, but not less than two (2) years nor exceeding five (5) years.

b. An employee on layoff status will retain all seniority rights as though the layoff had not occurred. However, if an employee fails to report for work or refuses an offer of reemployment in any job in the same pay and classification to the last position held by the employee prior to the layoff, his/her seniority rights shall be terminated.

c. An employee who requests or is offered recall into a vacant position which is not of the same classification as the original position, but does not assume that position, shall retain recall rights.

d. An employee who requests or is offered recall into a vacant position which is of the same classification as the original position but the offered position is not hourly comparable, may decline the position and shall retain recall rights.

8. Definitions

The following definitions apply only to this Section K and are not intended to have implications regarding other articles and sections of the CBA.

a. Classification/Job Classification

Positions with the same title and numerical level designation (e.g., Custodial Worker II).

b. Municipality

Madison and each of the four regional campuses are considered separate municipalities.

c. Competent Job Skills

May refer to the degree of expertise in a particular skill (e.g., typing speed, communications) or to an area of specialization in a skill area (e.g., barber/cosmetology vs. animal technology).

d. Similar Job Skills

Refers to the type of skill rather than the level of achievement (e.g., clerical, custodial, laboratory, instructional support, educational support) and which include skills contained within a job that is typically found two (2) ranges above or below the employee's current range.

e. Hourly Comparable Job

Refers to a job that is within plus or minus four (4) weekly hours of the last position held by the employee. (Example: Last job held is 30 hours per week. Hourly comparable job would be one in the range of 26 to 34 hours.)

ARTICLE V

PERSONNEL POLICIES

Section A-Physical Examinations

The Board shall contract with a qualified clinic or panel of approved physicians to pay all costs of required physical examinations and X-ray or tuberculin tests for new and continuing employees. Any employee may have the required physical examination and/or X-ray or tuberculin tests performed by a physician of his/her own choice. If this is the employee's preference, the Board shall pay up to \$40 toward the cost of such examination.

Section B-Hold Harmless Policy

1. (Approved February 1, 1978) The Board does hereby indemnify and hold the PSRP

employees of the District totally harmless for any liability which they may incur in the normal course of their duties caused by:

- a. Litigation brought by students.
- b. Any other act performed in their good faith performance of their duties.

2. The foregoing resolution shall be applicable to acts which occurred both prior to

and subsequent to the date of this policy and the indemnification provided for herein includes reasonable attorney's fees and costs.

Section C-Selling Supplies and Equipment

Within the school district of his jurisdiction or employment, no school teacher, agency

coordinator, school district administrator or other school employee connected with any public

school may act as an agent or solicitor for the sale of school books, school supplies or school

equipment, or solicit or promote such sales to individuals or the school district or receive any

fee or reward for any such sales.

Section D-Personnel Files

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

2. The employee 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. Communications of a nonprofessional nature or official grievances filed by the employee shall not be placed in his/her file except materials submitted to the Administration prior to employment concerning said employee of a confidential nature. It is understood that the file will remain in the Human Resources-Vice President's office and will be read there. Any request for reproduction will also be

done in the Human

Resources-Vice President's office.

4. The employee 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.

Section E-Authorized School Business and/or Travel

1. An employee designated and/or authorized by the Board, an Administrator, or other designated supervisor, to represent or conduct school business for Madison

Area Technical College District which requires travel shall be compensated for his/her expenses as follows:

a. Mileage shall be reimbursed at the standard IRS business rate (effective 7/1/99). rate of \$.29 per mile (effective 8/28/97) and \$.30 per mile (effective 7/1/98). In the event that any other group of employees is reimbursed at a higher rate than those referenced previously during the term of this agreement, the Board agrees to reimburse PSRP staff at the higher rate.

b. All other reasonable expenses incurred such as lodging, meals, registration, 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 employees for authorized travel expenses for each trip. For travel between the Downtown Education Center and the

Commercial Avenue Education Center (3 miles), employees shall be paid \$4 per round trip or \$3 per one-way trip. For travel between Truax Campus and Downtown

Education Center (5 miles), employees shall be paid \$5 per round trip or \$4 per one-way trip. For travel between Truax Campus and Commercial Avenue Education

Center (2.5 miles), employees shall be paid \$3 per round trip or \$2 per one-way

trip.

3. Reimbursement will be made for any parking meter costs incurred while on District business away from the employee's primary work station.

Section F-Uniform Allowance

In the event that any employee shall be required as a condition of his/her employment to wear a particular kind of uniform or other special clothing or identification patch or material, such items shall either be furnished by the employer or the employer will reimburse the employee for the cost of the items. No more than two (2) uniforms per fiscal year shall be furnished by the Board.

Section G-Employee Evaluations

1. PSRP evaluation procedures are recognized to be a cooperative effort between the PSRP employee and his/her department supervisor with the express purpose of achieving excellence in the work area.
2. A PSRP employee who is not performing satisfactorily shall be notified by the appropriate department supervisor as soon as this becomes evident.
3. A conference between the PSRP employee and the appropriate department supervisor making the evaluation shall be initiated immediately for the purpose of implementing improvements in the performance of the employee.
4. Once each year the department supervisor shall file with the Human Resources-Vice President an evaluation report and each PSRP employee shall receive a copy of his/her evaluation.
5. The parties have agreed to the PSRP Performance Review and Development Plan.

A joint committee of the Union and Administration shall monitor the effectiveness

of the plan utilizing continuous improvement principles.

ARTICLE VI

WORKING CONDITIONS

Section A-Employee Facilities

1. The Board will continue to provide employee facilities such as lounges and rest rooms, eating facilities, telephone service in each office, and where District owned parking facilities are available, their use shall be free of charge.
2. Each employee shall be provided with his/her own mailbox. Each employee will be listed in the staff directory and the MATC telephone listing and shall receive a copy of each.
3. The employees shall have representation on any future planning committee for a new campus with regard to facilities which directly affect the employees.
4. Employees shall not be required to pay more than the rates charged the general public for use of the District's wellness facilities.

Section B-Safety and Health

1. The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment.
2. Where the Board, or a state or federal agency require that an employee wear safety shoes, safety glasses, protective helmets, ear plugs, or other safety equipment, the Board shall furnish same.
3. An employee carrying District money in excess of \$500 from one location to another shall be accompanied by another person.
4. The District shall pay the cost of appropriate testing and preventative measures as recommended by the District's medical advisor for an employee 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-Weather Conditions

1. Employees who are absent because of inclement weather when school is open

may elect to make up the time, have it charged against their vacation or sick leave,

or take leave without pay.

2. 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 disturbances, 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. The Union and Board agree

that any such closing or reduction in hours will not penalize any employee's salary.

a. Employees shall receive pay for their normally scheduled hours of work for the time the school is closed. Overtime hours that may have been scheduled, but due to the closing are not worked, shall not be paid.

b. Employees required to or asked to work when school is closed shall receive overtime (at time and one-half) pay or compensatory time off for hours worked up to the end of their normal work schedule. Hours worked beyond the normal work schedule shall be paid pursuant to the overtime provisions of the collective bargaining agreement.

c. An employee on leave status at the time of the school closing (sick, vacation, personal, leave without pay) shall have their leave charged for the hours of their normal workday.

d. In the event that school is closed for part of an employee's shift, but,

due to the weather, an employee did not report for work, the hours that school was open must be charged to a leave pursuant to paragraph 1. above.

Section D-Hours of Work

1. All full-time employees will work thirty-eight and three quarters (38 3/4) hours per week except those employees who do actual facilities maintenance and custodial work will work forty (40) hours per week.
2. Work schedules will be determined by the supervisor under the following rules:
 - a. Work schedules for each department in a municipality for the period July 1 through June 30 will be established on or before June 1 of each year.
 - b. Employees and the Union President will receive at least four (4) weeks notice of changes to the established work schedule. In the event of a change to the established work schedule, the most senior qualified employee who volunteers to work a particular schedule shall be assigned the work. If there are no volunteers, the work schedule shall be assigned to the least senior qualified employee in the department within the municipality. Vacancies shall be filled in accordance with the terms of the Transfer and Promotion provisions of the collective bargaining agreement.
 - c. When there is a need for a temporary (three weeks or less) change in the established work schedule in a department within a municipality, the supervisor and the employees, using a consensus decision making process, will develop a staffing plan to accommodate the temporary change in the established work schedules. If the supervisor and employees are not able to agree upon a plan to accommodate the temporary change in the established work schedule, they shall notify the Human Resources-Vice President who will, in conjunction with the Union President, assist them in the consensus process. Consensus decisions shall not be subject to the grievance and arbitration procedures of the labor contract.

d. Supervisors are encouraged to consider minor adjustment requests from any employee and give due consideration. Such adjustments shall not be considered changes. For the purpose of the clause, "minor" is defined as an adjustment in a work schedule of one (1) hour or less or a change greater than one (1) hour for three (3) weeks or less. An employee dissatisfied with the decision of the supervisor may appeal the decision to the Human Resources-Vice President.

2. The work schedule will be determined by the supervisor. If there is more than one employee in a department desiring the same schedule, available due to a vacancy or realignment of work schedules (e.g., going to summer work schedule, returning to fall/winter work schedule, or moving positions from one shift to another), the employee having the most seniority shall have the work schedule he/she considers most advantageous.

3. Employees hired prior to July 1, 1995, will not be assigned to a work schedule that consists of non-consecutive workdays or a work schedule of more than five (5)

consecutive work days in a seven (7) calendar day period unless otherwise mutually

agreed. In the event of a mutually agreed change, the Union President shall be notified five (5) working days in advance of such change. This shall not invalidate existing non-consecutive or non-five (5) day work schedules.

4. Employees will be allowed two nonconsecutive 15-minute breaks during their work schedule, 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.

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

6. Continuous telephone coverage must be maintained in an office with more than one employee.

Section E -Overtime

1. Overtime is defined as assigned work performed in excess of the employee's normal work schedule. The supervisor will offer overtime assignments as equally as possible to all employees under his/her supervision (see Appendix C). A record of overtime performed by each employee shall be maintained, on an annual basis, by each supervisor.

2. 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.

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

4. 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.

5. Snow removal, other than during regular working hours, shall be paid at one and one-half (1 1/2) times the regular hourly rate of pay and no advance notice is needed.

6. Compensatory Time Off/Rolling Bank

a. Employees who work overtime may elect to save compensatory time in a rolling bank for such overtime work in lieu of cash payment.

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. The maximum number of compensatory time hours in the bank shall not exceed twenty-four (24) hours. 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.

b. 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.

ARTICLE VII

BENEFITS

Section A-Sick Leave

1. All employees upon employment shall be eligible for sick leave benefits. Sick leave shall be earned at the rate of one-half (1/2) day per biweekly pay period of service not to exceed thirteen (13) days per year. Sick leave is not earned while an

employee is receiving income protection insurance. Sick leave benefits for employees working less than full time as defined in Article VI, D.1., shall be proportionate to their hours per week and weeks per year work day.

2. If possible, an employee shall notify his/her supervisor in advance of the absence and keep his/her supervisor informed of conditions and estimated day of

return to work.

3. Employees earning sick leave in excess of 150 days shall receive a cash sum equivalent to the employee's regular salary times seventy-five (75%) percent of any unused excess days. The payment is to be made annually as soon as possible

after June 30 but no later than the first pay date in August.

4. Employees who retire or who are disabled and who are eligible to receive Social

Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of up to three-fourths

(3/4) of their accumulated unused sick leave credits, not to exceed 112.5 working days' compensation computed at the prevailing rate plus any longevity pay in effect at the time of the employee's

retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social

Security Office or the Wisconsin Retirement Fund Board. At the employee's request, these funds may

be placed in an escrow account and will be utilized to pay the full premium of his/her continued participation in the hospital, surgical, and medical group insurance plan or medicare supplement then in force for District employees until said funds are exhausted.

5. Should the retired or disabled person die prior to the exhaustion of the said escrow account, the remaining funds shall be utilized to pay the full premium of the

surviving spouse, and eligible dependents, if any, in the hospital, surgical, and medical group insurance plan or medicare supplement, then in force, until such funds are exhausted. If there are no eligible survivors, any remaining funds in the escrow account will be paid to the employee's estate.

6. Should an employee die while employed by the District, any accrued unused

sick

leave shall be added to the last pay due the employee.

Section B-Credit Union

Employees of the Board are eligible for membership in the M.A.T.C. Credit Union. Employees

shall be eligible for payroll deduction.

Section C-Educational Opportunities

1. In the philosophy statement of Madison Area Technical College, it is stated that

one of the missions of the College is "continuing education designed to provide an expanding

opportunity for vocational growth and development, with programs to upgrade and retrain employed persons

according to long term employment opportunities and needs in industry, agriculture, and business." The

supervisor and the employee have responsibility to encourage participation in quality educational opportunities in the most efficient and economical manner possible.

2. a. With the approval of the Supervisor, each employee may take up to a five (5) credit course (college transfer, technical diploma, or associate degree) each semester (fall, spring, summer) at Madison Area Technical College. If the course is regularly available at MATC but not during the academic year in question, but is part of the employee's professional development plan, the course may be taken at another accredited public college.

Employees at

regional campuses can attend up to a five (5) credit course each semester (fall, spring, summer) at

another accredited public college other than MATC if the distance is at least 15 miles closer to the

employee's place of employment.

b. All credit courses taken at colleges other than MATC should be similar in content to college transfer, technical diploma or associate degree courses at MATC.

c. The courses may be taken during the employee's regularly scheduled working hours. The employee shall make up the time spent away from the job. Paragraph C2. is applicable to employees who have completed their probationary period prior to the start of the course.

3. With approval of the Supervisor or designee, employees may participate in internal or external learning experiences i.e., credit and noncredit courses at accredited public educational institutions; meetings, conferences and/or seminars.

All of these learning experiences are to be directly related to the job duties and responsibilities of the employee. Applications shall be processed on forms provided by the College.

4. It is the employee's responsibility to remain in a course approved under paragraph C2a. or C3. to its completion. Employees who withdraw from a course approved under paragraph C2a. or C3. are responsible for tuition unless the withdrawal has been approved by their immediate nonbargaining unit supervisor. Tuition for courses approved under paragraph C2a. or C3. will be paid for by the College provided the employee completes the course with a grade of C or better.

Section D-Worker's Compensation

1. If an injury is covered by Worker's Compensation, the employee shall receive in addition to

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 employee's other fringe benefits shall be

maintained.

2. If an employee 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 and in the event this injury is being contested under

the Worker's Compensation law, the employee shall be covered for full salary, not

to exceed 190 work days, for any period of contest relating to the injury or re-injury.

a. The employee shall also be required to apply for income protection benefits provided under this agreement. If the injury is determined after the contest to be not covered by the Worker's Compensation law, the employee's sick leave account will be charged for the period of absence up to the point covered by the income protection.

b. In order to be eligible for this benefit, the employee shall promptly file a written report concerning the incident with the Board or its designated representative. A copy of the report shall be sent to the Union by the Board or its designated representative.

c. If an employee 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.

Section E-WVA

1. All employees are eligible to participate in the Wisconsin Vocational Association.

This is an organization to promote and improve vocational and technical education

in our state. Employees may join as associate members.

2. The Board will allow up to seven (7) employees to attend the annual conventions with no loss of members' salary. In work areas with two or more

PSRP

members, not more than 50% of them can attend the convention. The time spent attending the convention will not be charged to vacation leave, personal leave or sick leave. The Board will pay reasonable expenses entailed in attending the convention.

Section F-Wisconsin Federation of Teachers Convention

Delegates selected by the Union may attend the annual Wisconsin Federation of Teachers

Convention with no loss in salary. The time spent attending the convention (up to two [2]

days per delegate) will not be charged to vacation leave, personal leave or sick leave. The

delegates chosen will not exceed eighteen (18) Part A and B employees and will not consist

of more than 50% of the staff in a work area of two or more people.

Section G-Vacation

Employees shall be granted vacation leave with pay during the fiscal year subject to the

following terms and conditions:

1. Satisfactory employee completion of the first six (6) months of probation.
2. Vacation leave shall be granted at the rate of:
 - a. Two (2) work weeks after one full year of continued service, or
 - b. Twelve-and-one-half (12 1/2) work days per year after completion of three (3) years of permanent, continuous full-time service, or
 - c. Fifteen (15) work days per year after completion of seven (7) years of permanent, continuous full-time service, or
 - d. Seventeen-and-one-half (17 1/2) work days per year after completion of eleven (11) years of permanent, continuous full-time service, or
 - e. Twenty (20) work days per year after completion of fifteen (15) years of permanent, continuous full-time service, or

f. Twenty-five (25) work days per year after completion of twenty-two (22) years of permanent, continuous full-time service.

3. Vacation benefits for employees working less than full-time as defined in Article

VI, D.1., shall be proportionate to their hours per week and weeks per year work week.

4. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absent time. Authorized leave of absence without pay in excess of

thirty (30) working days and periods of layoff shall not qualify as service time.

Vacations shall not accrue when an employee is receiving income protection payments.

5. Vacation leave schedules shall be developed by the employee's supervisor annually, which shall provide each employee the opportunity to use such vacation

leave as is due him/her during the year. Such schedules need not be uniform throughout the District but may be varied depending upon staff requirements.

Vacation leave schedules shall be developed in increments of one week periods and

shall normally be used in increments of one week periods; however, periods of less

than one week increments shall not be denied any employee except for legitimate

reasons.

6. Should any employee who has selected his/her vacation leave periods in accordance with the established schedule be denied or persuaded to forego his/her

vacation at that time and for whom an acceptable alternative period is not provided

shall be entitled to carry his/her unused vacation credits into the following year.

Failure to select a vacation leave period in accordance with vacation leave schedules shall not be deemed cause to carry over more than the number of unused vacation credits authorized under this section, and such unused vacation credits shall be considered lost.

7. Vacation leave which is not taken within the fiscal year in which it was earned and prior to separation from service shall be deemed to have been waived except:

- a. With the permission of immediate supervisor and approval of the Human Resources-Vice President.
- b. Employees who accrue vacation during the first six (6) months of employment but who are unable to use it prior to June 30 in the year in which they are hired shall have their unused accrued vacation time carried forward into the next fiscal year.
- c. An employee may carry forward up to five (5) days of vacation into the next fiscal year. After seven (7) years of permanent, continuous full-time service, an employee may carry forward up to eight (8) days of vacation into the next fiscal year.

8. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a fiscal year may be taken during such year. However, should an employee's service be terminated prior to the end of the fiscal year, he/she shall reimburse the District for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.

9. Eligible employees shall adhere to the existing rules of the District in applying for vacation leave.

10. Full vacation for the year in which employee retires or dies.

Section H-Tax Sheltered Annuities

1. On behalf of those employees who wish to participate, the Board agrees to pass such resolutions and execute such forms as may be necessary under the law to enable the employees to procure qualified annuities under Section 403(B) of the Internal Revenue Code.
2. The Madison Area Technical College District does not agree to calculate the maximum amount excludable and is not responsible for any excess contributions made by the employee.

Section I-Holidays

1. A contract designated holiday is the 24-hour period that corresponds with the calendar day of the holiday (e.g., Midnight January 1 to Midnight January 2). For employees whose normal workday (shift) is not contained completely within the above noted period, a contract designated holiday is a 24-hour period that corresponds with the workday (shift) that starts on the calendar day of the holiday (e.g., 10 p.m. - 6 a.m. workday: Holiday is then 10 p.m. January 1 to 10 p.m. January 2). The following days are contract designated holidays for members of the

bargaining unit:

New Year's Day

Martin Luther King's Birthday

April 21, 2000; April 13, 2001; March 29, 2002

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).

2. 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.

3. 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.

4. 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.

For non-traditional work week employees (other than Monday thru Friday): If a holiday falls on an employee's scheduled work day, the employee receives this day off with pay. If a

holiday falls on an employee's non-scheduled work day, the employee receives the first work day after the holiday off with pay unless mutually agreed upon by the employee and the supervisor to use the day as a floating holiday.

When claimed as a floating holiday, the employee must designate the contract holiday that the floating holiday represents (in the notes area) and list the time in the 'Holiday Hours' box on the time sheet.

Changing of shifts to meet the needs of the employee or the employer must be agreed upon by all parties (employee, supervisor, and Union).

5. 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. Policy on proration on floating holidays for new employees:

0 and 1 months service = 0 floating holidays

2, 3, 4, and 5 months service = 1/2 day floating holiday

6, 7, 8, and 9 months service = 1 day floating holiday

10, 11, and 12 months service = 1 1/2 days floating holidays

Section J-Insurance

1. Health

a. Effective July 1, 1997, the Board agrees to pay \$645.83 per month toward the family coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance as approved by the parties in July 1997. The Board agrees to pay \$255.85 per month toward single coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance as approved by the parties in July 1997. The Board agrees to pay \$440.33 toward the monthly premium for Group Health Cooperative family coverage, extended health plan. The Board agrees to pay \$164.76 toward the monthly premium for Group Health Cooperative single coverage, extended health plan.

(Effective July 1, 1997, the Board dollar contribution to the cost of the above coverage shall be revised to 96% of the then current premium amount, but shall be expressed herein as a dollar amount.)

b. 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.

c. The Board, the PSRP Union, and the Teachers' 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) Work with the Employment/Benefits Administrator to 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 to provide health and dental care education, including but not limited to information concerning:

(a) Generic drug alternatives to name brand drugs.

(b) Drug usage and costs.

(c) Comparative cost of various health care services including hospitals, clinics, doctors, and pharmacies.

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

2. Dental

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.

Effective July 1, 1997, the Board's contribution of 90% is equal to \$19.78 single coverage and \$50.01 family coverage. Effective July 1, 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.

3. Life

a. The Board shall maintain the Group Life Insurance plan presently in

effect. The employer will pay 90% of the premium and the employee will pay 10%.

b. The Board agrees to permit individuals the option to pay increased premium and obtain 100% supplemental life insurance, provided it is acceptable to the insurance carrier.

c. The Board agrees to permit individuals the option to obtain Spouse and Dependent Life Insurance. The employee pays the entire premium for this coverage.

4. Income Protection

a. The Board shall provide Income Protection Insurance that provides the following:

(1) maximum payments shall be 75% of salary

(2) no maximum monthly payment

(3) payments shall be made regardless of other salary protection payments by employee's own policies.

b. The employer will pay the full premium.

Section K-Continuation of Health Insurance Coverage

1. An employee who has been working more than half time for a period of five or more years for the Madison Area Technical College District and who has attained the age of 55 years and who retires shall have the option to continue the health insurance coverage which he or she was provided while employed at his or her own

expense and subject to the approval of the insurance carrier. This option shall terminate if the retired employee obtains gainful employment which entitles him or

her to be covered under the new employer's health insurance plan. When permitted by the insurer,

the employee's rights shall inure to the benefit of his/her heirs.

2. The Board shall make available an alternative insurance option(s) for retirees. The current Master Insurance Policy is WPS "The Care Share Plan" and the

Policy/Group

Number is 2910.3, 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 L-Voluntary Payroll Deductions (Group Insurance)

On behalf of those employees 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.

Section M-COPE Deductions

Upon receipt of a voluntary written individual order from an employee, the District will deduct from the pay of the employee those COPE contributions authorized by the employee. The COPE deduction forms shall be provided by the Union. Such deductions shall not cost the district more than nominal administrative expense (i.e., the cost of dues deduction).

Section N-Section 125 Plan

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 day care expenses.

ARTICLE VIII

SALARIES

Section A-Salary Increase

1. Effective July 1, 1999, increase base salary by 3.50% 3.25% (see Appendix H).
2. Effective July 1, 2000, increase base salary by 3.50% 3.25% (see Appendix I).
3. Effective July 1, 2001, increase base salary by 3.50% 3.25% (see Appendix J).

Section B-Longevity

1. All employees shall receive automatic salary increases according to the following schedule:
 - a. After six months; after 18 months; after 30 months; after 42 months.
 - b. 4% of the base pay beginning 5th year of continuous employment.
 - c. 7% of the base pay beginning 10th year of continuous employment.
 - d. 9% of the base pay beginning 14th year of continuous employment.
 - e. 10% of the base pay beginning 16th year of continuous employment.
 - f. 11% of the base pay beginning 18th year of continuous employment.
 - g. 12% of the base pay beginning 20th year of continuous employment.
2. Base Pay is the amount on the Base Pay line at the beginning of the column of which the employee has reached his/her maximum pay.
3. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
4. Longevity will not be considered to be broken by transfer, promotion, reclassification, or leave of absence.
5. Longevity will be broken by termination of employment.
6. The accrual of longevity for Area personnel who were hired prior to July 1, 1979, will begin July 1, 1979.

Section C-Temporary Assignment Pay

1. An employee temporarily assigned to a position in a higher classification shall receive compensation for the temporary assignment at the beginning salary of that classification if that salary is higher than the employee's current salary or at the lowest step in that classification that is higher than the current salary of the employee. In making the comparisons to determine the amount of salary to be paid for a temporary assignment, the employee's longevity range shall remain constant. Notwithstanding the foregoing, the minimum increase in pay for an employee temporarily assigned shall be 2%.

2. A temporary assignment also occurs when an employee is assigned substantial additional duties (outside the normal duties of the employee's classification). The supervisor must declare that the assignment is temporary and the anticipated duration of the assignment.

If the assignment is less than forty-five (45) working days, the employee shall receive a 2% increase in pay for the period. If the assignment is or will last longer than forty-five (45) working days, the employee's position shall be reviewed utilizing the reclass instrument. The resulting pay increase, if greater than 2%, will be retroactive to the first day of the assignment.

3. To qualify for temporary assignment pay, the employee must work in the temporarily assigned position under (1) above or be assigned substantial additional duties under (2) above for a minimum number of consecutive work hours equal to the replaced employee's or the assigned position's normal workday (shift) hours. Consecutive work hours include hours worked over two consecutive workdays (shifts) provided the work hours are continuous (e.g., end of one workday [shift]

continuing at the start of the next workday shift). Once qualified, compensation shall be from the first hour of the assignment. [Example: An employee who is temporarily assigned to replace an employee with a normal eight (8) hour workday (shift) must work eight (8) consecutive work hours to qualify for temporary assignment pay. An employee who is temporarily assigned to a position with a normal four (4) hour workday (shift) must work four (4) consecutive work hours to qualify for temporary assignment pay.]

4. If an individual is in a temporary assignment for a period of time that requires horizontal salary movement, the individual will receive such movement.

5. Temporary assignment pay is provided to employees who temporarily perform substantial additional duties that require a higher degree of skill, effort or occur under more adverse working conditions than those normally required in the employee's classification. The reclass evaluation system will be used to evaluate changes (1997, meeting 12, Attachment B).

(Paragraph 2 shall expire on June 30, 1999, and upon expiration shall not be the status quo.)

Section D-Premium Pay

Employees performing authorized work between the hours of 6 p.m. and 11 p.m. and/or 5

a.m. and 6 a.m. shall be paid a premium of 40 cents per hour. Employees performing

authorized work between the hours of 11 p.m. and 5 a.m. or on a Sunday shall be paid a

premium of 50 cents per hour. Employees who have part of their regular work hours fall on a

contract designated holiday (see holidays for definition) shall be paid a premium of 55 cents

per hour.

Where more than one premium pay amount would apply, the employee will

receive the
greatest applicable premium rate.

Section E-Payroll Check Distribution

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

1. employee's mailbox
2. employee's home address
3. employee's financial institution provided the employee signs an agreement holding the Board harmless.

Section F-Wisconsin Retirement Fund

All employees will be covered by the Wisconsin Retirement Fund. The Board shall pay to the

Wisconsin Retirement System the required employee contribution on all applicable wages.

ARTICLE IX

LEAVES

Section A-Personal Leave

Employees shall be allowed five personal leave days per fiscal year at no deduction of salary

for the following:

1. Summons to court.
2. Quarantine or contagious disease.
3. 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, stepchild, stepparent) requiring the employee's presence not to exceed five (5) days in any one year.
4. Absences not covered by the above shall receive special action of the Human Resources-Vice President.

Section B-Bereavement Leave

1. An employee 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 of up to five (5) days.

2. Immediate family shall be defined as the employee's mother, father, 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, stepchild, and stepparent.

3. Bereavement leave may also be applied for other members of a family or special relationships upon application and where the existence of special circumstances arise.

Section C-Job Related Leave

When an employee is requested by his/her supervisor to attend a meeting, seminar, workshop, conference, convention or institute, he/she shall suffer no loss in pay and the Board shall reimburse the employee for all reasonable expenses and fees. The employee may initiate the request for a job related leave. A job related leave must be approved by the Human Resources-Vice President.

Section D-Annual Federation Leave

1. The Board shall make available to the Union eight (8) days annually with pay for Union business.

2. The President of the Union shall give written notice to the Human Resources-Vice President stating the days of leave needed for the person or persons designated. No more than one employee from each work unit may be absent at one time unless otherwise authorized by the Human Resources-Vice President.

3.

The
employee
taking
such
leave
shall
suffer
no
loss
of
pay
for
Annual
Federation
Leave.

Section E-Leave of Absence Without Pay

Unpaid leaves of absence of five consecutive days or less are subject to the approval of the employee's supervisor. Unpaid leaves of absence beyond five consecutive days are subject to the approval of the Human Resources-Vice President. Upon return, the employee shall be placed in his/her original position or in a position equivalent to the one previously held.

Section F-Maternity Leave

1. A leave of absence without pay for a period of 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 Human Resources-Vice

President 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 providing:

a. Such request is made in writing by the pregnant woman.

b. That the request is accompanied by a statement from the woman's physician, on a form to be provided by the Madison Area Technical College District, stating projected

date of delivery indicating that in the physician's professional judgment, the woman

may healthfully continue her duties until the projected date of delivery.

c. That should conditions change at a later date, the woman and her physician will so advise the Human Resources-Vice President in writing.

4. An employee granted such leave will 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. An employee 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. The Human Resources-Vice President shall reinstate the employee on maternity

leave after the end of the leave upon presentation of a satisfactory medical report.

7. Upon return, the employee shall be placed in her original position.

Section G-Child Rearing Leave

1. A leave of absence without pay for a period of up to one year may be granted

to

the employee for the purpose of rearing a child.

2. Requests for such leave shall be made to the Human Resources-Vice President in

writing three months prior to the date the leave shall begin.

3. An employee granted such leave shall be permitted to make his/her own contribution and the Board's contribution to all benefits requiring such contributions

unless prohibited by the Wisconsin Statutes or by the agency or company involved.

4. Upon return, the employee shall be placed in his/her original position.

5. An employee granted such leave shall retain all benefits as if he/she were in regular service. 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.

Section H-Jury Service Leave

1. Employees covered by this Agreement who are called for jury service in any court

of the State of Wisconsin or of the United States shall be entitled to leave of absence from their position without loss in time from the service of the District to serve as jurors in such courts.

2. The proposed leave shall be brought to the attention of the Human Resources-Vice President immediately upon notification of such proposed jury service by said employee.

3. There shall be no deduction from, nor interruption of, the pay from the District because of such absence. Jury duty pay shall be deducted from the employee's wage.

4. The leave granted by this section is in addition to all other leaves granted or authorized and the time of the leave granted under this section shall not be

deemed a part of any leave granted or authorized by any other provisions.

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

Section I-Military Leave

1. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed two weeks in a calendar year for the purpose of attending daily ordered field camps or instruction or instruction from schools.

2. Employees who are called to duty by reason of civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed two calendar weeks or ten working days.

3. Employees granted leave under paragraphs 1. and 2. of this section shall be entitled to reimbursement when their military salary is less than their regular daily salary from the Board in an amount equal to the difference.

Section J-Educational Leave

1. Employees covered by this agreement may be granted a full time educational leave of absence without pay for a period of up to one year. To qualify for such educational leave, the employee must be admitted as a full-time student as defined by the established requirements of the educational institution relating to full-time status. Upon return, the employee shall be placed in his/her original position. It is understood by the parties that the granting of educational leave is solely within the discretion of the College President. Requests for such leave shall

be made at least 3 months in advance.

2.

An
employee
granted

such
leave
shall
be
permitted
to
make
his/her
own
contribution
and
the
Board's
contribution
to
all
benefits
requiring
such
contributions
unless
prohibited
by
the
Wisconsin
Statutes
or
by
the
agency

or
company
involved.
He/she
shall
continue
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.

3. An employee granted such leave shall retain all benefits as if he/she were in regular service. 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.

Section K-Union Service Leave

1. Upon proper request and application, an employee shall be granted a Union Service leave without pay.

2. Such leave may include, but is not limited to, election or appointment to perform services as a representative of the Local Union (Local 3872), the National Federation (AFT), the State Federation (WFT), or any labor division of a state or federal government agency. Leave will be granted on an annual, temporary or emergency basis, for the term of office not to exceed two (2) years.

3. An employee granted such leave shall be permitted to make his/her own contribution and the Board's contribution to all benefits requiring such contributions unless prohibited by the Wisconsin Statutes or by the agency or company involved.

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

5. The employee shall be returned to his/her original position at the end of such leave.

6. An employee granted such leave shall retain all benefits as if he/she were in

regular service. 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.

Section L-Disability Leave of Absence Without Pay

1. Disabled employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months subject to the following provisions:
 - a. The employee shall apply for such leave, in writing, to the Human Resources-Vice President.
 - b. The employee shall submit a physician's report including a statement of the illness or injury and whether or not the employee is able to work.
 - c. The employee shall submit to the Human Resources-Vice President, a physician's statement of release for work before returning to work.
2. In the event the employee is unable to return to work at the end of the aforementioned six (6) months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months.
 - a. During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority, and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the District.
 - b. An employee's general seniority shall be frozen thirty (30) days from the initial date of said disability.
3. 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 "Insurance" section. An employee granted such leave shall be permitted to make his/her own contribution and the Board's contribution to all

benefits requiring such contributions unless prohibited by the Wisconsin Statutes
or
by the agency or company involved.

ARTICLE X

GRIEVANCE PROCEDURE

Section A-Definition

1. A grievance is defined as any difference or dispute regarding the interpretation, application, or enforcement of the terms of this Agreement.
2. When the term:
 - a. Supervisor is used, it will refer to the person defined as the immediate nonbargaining unit supervisor of the department.
 - b. College President is used, it is to include the College President or any designee upon whom he/she confers authority to act in his/her place.
 - c. Employee is used, it includes any member of the bargaining unit.
 - d. Union Representation is used, it is to include any Union representative or representatives upon whom the Union President confers authority to act for the Union.

Section B-General Provisions

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

Section C-Procedure

- Step 1. Any employee covered by this Agreement within the bargaining unit shall first discuss the grievance with the immediate nonbargaining unit supervisor.
- Step 2.

a. In the event that the matter is not resolved informally, the grievance, stated in writing, shall be submitted to the immediate nonbargaining unit supervisor within a reasonable time (not to exceed thirty working days) following the date the grievant knew or should have known of the act or condition which is the basis for the grievance.

b. Within seven (7) working days after receipt of the grievance, the supervisor shall communicate his/her decision, in writing, together with supporting reasons.

c. The supervisor shall furnish one copy to the grievant and one copy to the Union representative.

Step 3.

a. If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) working days to the College President. The appeal shall be in writing and shall include a copy of the original appeal and the decision at Step 2.

b. Within seven (7) working days of the filing of the appeal with him/her, the College President shall communicate his/her decision, in writing, together with supporting reasons, to all parties.

Step 4.

a. If the grievance is not resolved satisfactorily, the Union may appeal to arbitration by filing, with the Wisconsin Employment Relations Commission, a petition for arbitration by its staff or a request for a panel of five (5) independent arbitrators. A copy of the filing shall be sent to the Human Resources-Vice President. If a panel is requested, the parties shall select an arbitrator by alternately striking names from the panel. The first strike shall be determined by lot. The Union must exercise its right to appeal to arbitration within thirty (30) working days of receipt of the President's decision at Step 3.

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 considered final and binding

upon both parties. Any arbitration costs mutually accrued shall be shared equally by the Board and the Union.

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 XI

RULES GOVERNING THIS AGREEMENT

Section A-Rules Governing

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 negotiations with the Union.

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

3. With regard to matters not covered by this Agreement which are proper subjects of collective bargaining, in that they relate to matters of hours, wages, or conditions of employment, and within its duration period, the Board agrees that it will make no changes in existing policies.

4. The articles in this Agreement supersede and override conflicting items in individual contracts or board policies.

Section B-Duration

1. This Agreement and each of its provisions shall be binding on both parties

from

July 1, 1999, through June 30, 2002.

2. Negotiations for subsequent Agreements will commence no later than February 1, 2002.

3. Reopener: The parties agree that if the College should institute a shortened calendar, the parties would meet to negotiate the impact of such a change on the PSRP unit.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET UNTO THEIR SIGNATURES AND SEALS THE DAY OF , 2000.

President, Local 3872, AFT, WFT, AFL-CIO Chairperson, Madison Area Technical College District

Secretary, Local 3872, AFT, WFT, AFL-CIO Secretary, Madison Area Technical College District

APPENDIX A
SIDE LETTER OF AGREEMENT BETWEEN
MATC PSRP UNION
AND THE
MADISON AREA TECHNICAL COLLEGE DISTRICT

Job Sharing

It is hereby agreed by and between the Madison Area Technical College District and the

Madison Area Technical College PSRP Union Local 3872 WFT/AFT, AFL-CIO,

on an
experimental basis and for the term set forth herein that the following outlined
program of
job sharing be and is hereby continued thru June 30, 2002, only under the terms,
conditions
and stipulations contained herein:

1. Definition. "Job Sharing" is hereby defined as a voluntary program, instituted
by the
College and the Union, whereby two (2) bargaining unit employees (one current
and
one hired or two current) share one full time equivalent or one enhanced position
as determined by the College.

2. Application. Eligible bargaining unit members who wish to be considered for
job
sharing should submit an application to the supervisor and Human Resources-
Vice
President for job sharing. Applications should be processed on forms provided by
the College.

3. Approval.

a. Requests for job sharing participation must be approved by the
supervisor and the Human Resources-Vice President prior to the
commencement of any program. Except as provided in paragraphs b. and
c. below, the College retains complete and absolute discretion with
respect to any and all applications for job sharing. Denial of application
for job sharing shall not be the subject of a grievance or arbitration.

b. An employee who works less than twenty (20) hours will be granted a
job share upon request if his/her hours are enhanced to twenty (20) hours
or more and he/she has not received a minimum of thirty (30) days
notification from the supervisor. If the employee has been given a thirty
(30) day notice, the employee may request and will be given

consideration for a job share.

c. If requested by the employee, the supervisor must consider job sharing for the employee working twenty (20) hours but less than thirty-eight and three-quarters (38 3/4) hours when their position is enhanced.

4. Eligibility. Only those bargaining unit members who have three (3) years of continuous seniority shall be given consideration. Except that, the three year eligibility requirement shall be waived for a non-probationary employee whose job has been enhanced and who is applying for a job share under paragraph 3.b. or c. above.

5. Assignment. Job sharing schedules and work responsibilities shall be determined in advance of the start of the job share and be approved by the employee and the College.

6. Term. Both the College and the employee are bound by the one year job sharing arrangement. Such arrangement may be terminated, altered, or extended only by mutual agreement.

7. Proration of benefits. All wages and fringe benefits provided by this agreement to a full-time equivalent position or an enhanced position shall be prorated on the basis of the percentage of the full-time equivalent position or enhanced position that the individual job sharer works. Both parties to a job share shall have access to the educational opportunities benefit on a prorated basis. The parties recognize the need for flexibility in the administration of this benefit. As a result, each party to a job share may take and receive reimbursement for up to one five (5) credit course in a semester (fall, spring, summer) from an entitlement of a prorated share

of a total of fifteen (15) credits per year (e.g., an employee in a 50% job share is entitled to a maximum of 7.5 credits per year). Both parties to the job share shall receive a full uniform allowance if the uniform allowance is otherwise applicable to the job share position.

8. Retention of rights. Job share holders who are laid off shall retain all staff reduction rights.

9. No bumping. Once a job share position has been established, full-time employees with seniority may not bump into that position.

10. Assignments and responsibilities.

a. Job share holders shall be assigned specific job responsibilities at the time the job sharing position is established. These assignments and responsibilities may be changed by the employer from time to time.

b. The employer shall have the right to assign occasional additional hours to a job share employee, not to exceed two and one-half (2 1/2) hours a week. For job share employees in full-time equivalent positions, overtime shall be paid at the rate of time-and-one-half (1 1/2) for any time worked by the job share employee in excess of two and one-half (2 1/2) hours beyond the employee's regular work schedule. Work in excess of two and one-half (2 1/2)

hours beyond the employee's work schedule shall be by mutual agreement.

c. Employees in a job share position may agree to temporarily swap hours without overtime consequences provided both parties to the job share agree and the agreement is approved by the immediate supervisor.

11. Termination of job share. Upon termination of a job share, the employee who originated the job share remains in the position. The employee who has filled the other portion of the job share shall be returned to the position held prior to the job share if the employee was an employee prior to the job share. If the employee was

newly hired to fill the other portion of the job share, she/he shall be laid off upon

termination of the job share but will have all staff reduction rights under Part B of the contract. Job share positions initially created before July 1, 1995, and continuing involving the same two (2) employees will be exempt from the language of this paragraph (see Bargaining Notes).

12. No precedent. This program is designated as an experimental program and shall

not be cited as precedent by either party in any future proceedings relating to collective bargaining and/or contract administration except insofar as necessary to

enforce the terms of this side letter. The parties hereby declare that the "status quo"

notwithstanding this side letter is that job sharing is not provided to employees in the bargaining unit.

FOR THE BOARD: FOR THE UNION:

Date _____

Date _____

APPENDIX B

SIDE LETTER OF AGREEMENT BETWEEN

MATC PSRP UNION

AND THE

MADISON AREA TECHNICAL COLLEGE DISTRICT

Release Time for Union Officers

The Madison Area Technical College District and Local 3872, Madison Area

Technical College

PSRP Union, AFT, WFT, AFL-CIO, have reached certain understandings in the collective

bargaining process that they wish to reduce to writing:

1. There will be a 50/50 split between the District and the Union on replacement costs for a Union officer's release pursuant to this side letter. The total amount of release time available will be up to forty (40) hours per week (100 percent) to be divided among not more than three (3) officers. No one officer shall be released for

less than 20% with minimum increments of one-half (1/2) day.

2. The cost of this release time, based on an LTE employee replacing the Union officer(s), will be shared by the Union and Employer on a 50%/50% basis. The Union will maintain records of the release time usage provided hereunder and shall

provide same to the employer upon request.

3. The Union officer(s) and his/her supervisor(s) will agree upon the release time spent performing union duties. Said time should be designated, identifiable and consistently maintained. If the Union officer(s) and supervisor(s) are unable to agree, the matter should be resolved by the Union/Management Committee.

4. Any party proposing a change in the future will not be prejudiced by having agreed to this language in the past. This agreement shall expire on June 30, 2002.

FOR THE BOARD: FOR THE UNION:

Date_____

Date_____

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN

MATC PSRP UNION

AND THE

MADISON AREA TECHNICAL COLLEGE DISTRICT

Overtime Administration

Employees within a department, within a municipality, will be considered for

overtime

assignments based on overall seniority with the employer. Supervisors will use this master

list to offer overtime assignments. Individuals who refuse an overtime offer will be passed.

Individuals who do not answer the phone will be bypassed after the agreed upon time. After

the overtime needs are met, a notation on the list will be made. The next time overtime is

to be offered, the supervisor will begin at that point. It is understood and agreed that

individuals who are not qualified to perform the available work will be bypassed.

In

emergency situations, the "no answer" time frame will be waived.

The following are exceptions to the use of the overtime master list when offering overtime:

1. When overtime occurs as the result of a job continuation.
2. If the overtime work is contiguous to an employee's shift or assignment and expected to last three hours or less.
3. If an employee, or group of employees, is familiar with the needed work such that specialized knowledge of systems or function is needed.

The overtime master list will be completely exhausted prior to the assignment of mandatory

overtime (i.e., if the supervisor begins at employee No. 20, and there are 60 employees on

the list, the supervisor would begin at employee 20, and complete the cycle at employee

19). If sufficient volunteers have not been found, then the least senior qualified employee(s)

will be required to work. In lieu of required overtime, at management's discretion,

the supervisor may offer the hours to qualified full-time (Part A) or part-time (Part B) bargaining unit employees.

Concerns dealing with the administration of this provision will be addressed between the supervisor, Union President, and employee. This process will be reviewed during the month of April with the Union-Management Committee to determine if modifications are needed.

FOR THE BOARD: FOR THE UNION:

Date _____

Date _____

APPENDIX E

SIDELETTER OF AGREEMENT BETWEEN

MATC PSRP UNION

AND THE

MADISON AREA TECHNICAL COLLEGE DISTRICT

On-Call

23863. Employees required to be available and able to respond within one hour outside of their normal work day will receive \$20 for each 8 hour increment of on-call time, or fraction thereof. An employee who responds to a call will be paid at

the rate of 1 1/2 time his/her regular rate for the time actually required to perform the necessary duties. If the response requires the employee to go to the work site,

a minimum of 3 hours of pay will be granted. If the response is performed by phone, dial in facilities, or other remote means, a minimum of 15 minutes pay will

tasks required while on-call.

23884) Assignment of voluntary pool will start with the most senior taking the first weekend, the next senior taking the second weekend, etc. until all weekends are assigned.

23885) The start of this rotation will be on a yet to be agreed upon weekend (6-month cycle).

23886) The length of time of each assignment will be from 10 p.m. on the evening of the day prior to the next non-normal work day (Friday night for a non-holiday weekend and the evening prior to the start of a holiday for holiday periods) and end at 6 a.m. of the first normal work day after a weekend or holiday.

23887) If a holiday is contiguous to a weekend, the on-call period shall include the holiday and weekend days.

23888) If a holiday is non-contiguous to a weekend, then the on-call is from 10 p.m. of the night prior to the holiday until 6 a.m. of the next non-holiday.

23889) If an individual wishes to have another qualified member of the pool take his/her on-call assignment, he/she may do so and it is their responsibility to make arrangements.

23890) If an individual wishes to switch with another member of the pool, he/she may do so, and it is their responsibility to make arrangements.

23891) Supervisors must be notified anytime a switch or change has been made in on-call status prior to the change/switch taking effect.

23892) An individual may rescind his/her offer to cover a previously scheduled on-call assignment for any reason by giving the supervisor as much advance notice as possible, but not less than two weeks (14 calendar days), unless he/she is successful in pre-arranging alternative coverage as in items 7) through 9) above.

23893) An individual may rescind his/her offer to cover a previously scheduled on-call assignment, with less than two weeks advance notice, for critical or extenuating circumstances (typically defined as conditions beyond his/her control or not able to have been preplanned) without the responsibility of providing alternative coverage. He/She will otherwise be obligated to honor his/her voluntary assignment.

b. Department of Information Technology Systems

1) The maximum an employee will be assigned to non-voluntary on-call is 448 hours (56 eight hour shifts). Within the 448 hours, an employee will not be assigned to on-call status for more than 16 weekends per fiscal year. It is not the intent of the parties to require on-call assignments on consecutive weekends. However, the parties acknowledge that certain projects may require this. DoITS will log all on-call assignments and provide a quarterly report to the Union.

2) The assignment of any on-call status within a weekend (Friday p.m. until Monday a.m.) will count as a weekend for purposes of this section. However, an entire weekend may be assigned, or multiple periods

may be assigned within the same weekend, so long as there is a minimum of an 8 hour break between on-call periods.

Examples: Any of the following would count as (1) weekend for purposes of determining the 17 weekend maximum.

Friday p.m. until Monday a.m.

Friday p.m. until Saturday a.m. and

Sunday p.m. until Monday a.m.

Saturday noon until 5 p.m.

23948. This side agreement shall expire as of June 30, 2002.

FOR THE BOARD: FOR THE UNION:

Date_____

Date_____

APPENDIX F

SIDELETTER OF AGREEMENT BETWEEN

MATC PSRP UNION

AND THE

MADISON AREA TECHNICAL COLLEGE DISTRICT

Retirement

1. A bargaining unit employee who has been employed by the Board for a period of

15 20 or more years may elect to retire once they have attained the age of fifty-seven (57) sixty (60). Upon such an early retirement, 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 bargaining unit employee and his/her eligible dependents at the time of retirement. The amount can be applied to one of the health insurance plans provided by the District (WPS HMP, single or family; Group Health Cooperative, single or family; WPS Care Share, single or family) or a plan of the retiree's choice.

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 a 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 benefit is available for retirees over the period of the 1999-2002 collective bargaining agreement under the following criteria:

a. The bargaining unit employee must be covered under Part A of the collective bargaining agreement.

b. The bargaining unit employee must have reached the age of 57 60 at the time of retirement.

c. The bargaining unit employee must have at least 15 20 years of service to the District at the time of retirement.

d. The bargaining unit employee must retire from the District and give at least six (6) months notice. The six (6) month notification of retirement may be made prior to reaching age 57 60.

e. The notice of retirement is irrevocable.

3. It is understood that the above stated benefit is in addition to the conversion sick leave formula currently provided within the collective bargaining agreement.

4. It is understood that after completion of the trial period of the retirement benefit, the parties will review the experience.

5. This side agreement shall expire as of June 30, 2002, but shall not affect the right of employees who retire under its term prior to that date. Upon such

expiration, it shall not be the status quo.

FOR THE BOARD: FOR THE UNION:

Date_____

Date_____

APPENDIX G

MATC PSRP Full-Time Seniority List

Seniority

Pay

Date Name Range Job Title

05-26-66 Swalheim, Barbara 01-15 Administrative Assistant II

05-31-67 Schultz, Sylvia 01-15 Library Services Specialist

08-21-67 Novak, Marjorie 02-11 Custodial Lead Worker

08-19-68 Everson, Bettie 01-13 Administrative Clerk IV

01-20-69 Baier, Kay 01-15 Administrative Assistant II

06-16-69 Sheard, Edward 01-23 Project Leader

09-02-69 Dockery, Vira 01-11 Enrollment Facilitator

10-20-71 Barr, H. Susan 01-12 Library Technician III

02-07-72 Reiner, Karen 01-15 Administrative Assistant II

06-08-72 Cloud, Glenna 01-09 Clerical Support Worker IV

08-28-72 Kretschmar, Esther 01-15 Fixed Assets Management Clerk

09-18-72 Agee, Susan 01-16 Laboratory Technician

10-02-72 Gurriell, Jeffrey 01-22 Senior Analyst/Programmer

10-30-72 Hinline, Stephen 01-23 Project Leader

01-29-73 Hess, Ronald 01-15 Duplicating Center Operator II

08-27-73 Haried, Steven 01-14 Duplicating Center Operator I

08-09-74 Van Rooy, Gloria 01-13 Instructional Support Worker I

05-24-76 Orcholski, Sherri 01-23 Accountant

10-15-76 Merkes, Mary 01-15 Administrative Assistant II

02-07-77 Van Woelderen, Connie 01-13 Instructional Support Worker I
03-07-77 Balderas, Maria 01-11 Library Technician II
03-14-77 Gavin, Dolores 01-11 Enrollment Facilitator
03-21-77 Gerber, Lavonne 01-16 Administrative Assistant III
06-22-77 Rosas, Guadalupe 02-11 Custodial Lead Worker
08-26-77 McNurlan, Nancy 01-07 Info Booth/Switchboard Operator
02-01-78 Speth, Susan 01-15 Administrative Assistant II
02-13-78 Przywara, Victor 02-08 Custodial Worker II
02-27-78 Christensen, Terry 01-16 Instructional Media Specialist
05-22-78 Bush, Janice 01-14 Administrative Assistant I
06-19-78 Lombard, Clinton 02-11 Custodial/Maintenance Worker
07-24-78 Anderson, Joann 01-14 Administrative Assistant I
09-20-78 Blakeslee, Linda 01-17 Instructional Assistant II
10-30-78 Worthington, Chris 01-13 Instructional Media Assistant II
11-13-78 Prihoda, Patricia 01-13 Auto Parts Store Manager
05-29-79 Laufenberg, Bonny 01-21 Accounting Technician I
05-29-79 Middleton, Sandra 01-21 Purchasing Agent
06-04-79 O'Rourke, Denise 01-13 Administrative Clerk IV
09-17-79 Sanchez, Sandra 02-04 Custodial Assistant IV
10-08-79 Mueller, Sandra 01-13 Information Center Coordinator
11-19-79 Dean, Stephanie 01-14 Administrative Assistant I
11-19-79 Munz, Doris 01-11 Enrollment Facilitator
02-18-80 Klaila, Martha 01-16 Accounting Clerk V
05-12-80 Tran, Hiep 01-18 Programmer/Analyst
05-12-80 Capener, Norman 01-23 Accountant
05-19-80 Wilkinson, Elaine 01-16 Administrative Assistant III
06-30-80 Kerr, Jayme 01-21 Analyst/Programmer
10-07-80 Weigel, Steven 02-09 Custodial Worker III
01-05-81 Fischer, Bernice 01-15 Administrative Assistant II
06-15-81 Allen, Kathleen 01-21 Analyst/Programmer

06-15-81 Mills, Peri 01-23 Project Leader
08-24-81 Luthanen, Jeffery 02-16 Maintenance Mechanic II
10-01-81 Griesbach, Marie 01-19 JTPA Coordinator
10-19-81 Robbins, Mary 01-14 Administrative Assistant I
10-19-81 Whisenant, Patricia 01-12 Accounting Clerk I
01-25-82 Johnson, Patricia 01-13 Administrative Clerk IV
07-01-82 Simyab, Ali 01-21 Analyst/Programmer
08-02-82 Pfalz, Jerome 02-11 Custodial Lead Worker
09-07-82 Leclair, Kenneth 01-23 Technical Support Specialist
06-06-83 Michaelis, Dennis 01-15 Asst Storekeeper/Truck Driver
08-22-83 Martin, Daniel 01-18 Computer Center Coordinator
08-22-83 Ianne, Frank 01-23 Technical Support Specialist
10-17-83 Bystol, Gregory 02-17 Maintenance Mechanic III
10-24-83 Klinkner, Gregory 02-11 Custodial/Maintenance Worker
10-31-83 Beechler, Carol 01-10 Administrative Clerk I
11-07-83 Angell, Laurie 01-20 Instructional Assistant V
11-07-83 Tremain, Mary 01-11 Enrollment Facilitator
12-19-83 Rockett, Betty 01-11 Administrative Clerk II
12-27-83 Heidner, Jerome 02-11 Custodial/Maintenance Worker
05-21-84 McWilliams, Rosemary 01-13 Administrative Clerk IV
09-17-84 Morales, Juan 01-16 Educational Support Specialist III
10-01-84 Knight, Mary 01-18 Educational Support Specialist V
10-08-84 Moritz, Frances 01-15 Administrative Assistant II
12-03-84 Schreiner, Ruth 01-15 Administrative Assistant II
12-03-84 Russell, James 01-18 Computer Center Coordinator
12-04-84 Rusch, Gail 01-18 Computer Center Coordinator
01-07-85 Reible, Dennis 02-09 Groundskeeper
02-04-85 Fehd, Linda 01-14 Administrative Assistant I
02-18-85 Breszee, Kristi 01-09 Fiscal Support Worker I
03-08-85 Kinney, Carole 01-18 Instructional Assistant III

06-11-85 Fumuso, Robert 02-11 Custodial Lead Worker
10-14-85 Polensky, Patricia 01-09 Clerical Support Worker IV
11-30-85 Krogman, Joyce 01-15 Administrative Assistant II
06-09-86 Hrobsky, Steve 01-18 Computer Center Coordinator
07-09-86 Fuhrman, Patricia 01-14 Administrative Assistant I
08-20-86 Vandre-Blewett, Bonnie 01-16 Administrative Assistant III
10-06-86 Forbes, Marcia 01-20 Financial Aid Specialist
10-13-86
Powell,
Katherine
01-20
Office/Communications
Coordinator
10-22-86 Prestegard, Fayette 01-19 Resource Development Coordinator
12-08-86 Karls, Jean 01-12 Administrative Clerk III
12-29-86 Kopmeyer, Sherry 01-05 Cashier IV
12-29-86 Keena-Brigson, Patricia 01-09 Fiscal Support Worker I
01-26-87 Boyce, Joan 01-16 Laboratory Technician
02-02-87 Lates, Linda 02-11 Custodial Lead Worker
02-02-87 Parker, Sue 02-03 Custodial Assistant III
02-06-87 Dunn, Pearl 02-03 Custodial Assistant III
02-09-87 Rakow, Charles 02-11 Custodial Lead Worker
02-09-87 Swadley, Donna 02-03 Custodial Assistant III
02-23-87 Klingbeil, Michele 01-10 Administrative Clerk I
02-24-87 Vandre-Blewett, David 02-19 HVAC/Maintenance Mechanic
02-25-87 Acker, Kathleen 01-10 Administrative Clerk I
02-27-87 Schulte, Randy 02-17 Maintenance Mechanic III
05-07-87 Riddle, Lloyd 01-07 Info Booth/Switchboard Operator
06-01-87 Helser, D. Corey 01-20 Theater Manager
06-23-87 Meagher, Carol 02-09 Custodial Worker III

08-22-87 Fass, Carol 01-10 Administrative Clerk I
09-08-87 Hartmann, Lora 02-10 Facilities Maintenance Technician
09-09-87 Lueder, Richard 02-08 Custodial Worker II
10-05-87 Fleming, Thomas 01-21 Senior Network Specialist
10-27-87 Hendrix, David 02-09 Groundskeeper
10-29-87 Reichert, Debra 01-18 Educational Support Specialist V
11-23-87 Schulte, Kelly 01-12 Administrative Clerk III
12-08-87 Allen, Lori 01-11 Administrative Clerk II
12-14-87 Keller, Lisa 01-13 Administrative Clerk IV
01-11-88 Wahl, Mary 01-11 Enrollment Facilitator
01-18-88 Lukszys, Alexis 01-08 Clerical Support Worker III
01-22-88 McRoberts, Lori 01-11 Enrollment Facilitator
02-22-88 Williams, Linda 01-15 Administrative Assistant II
02-29-88 Olson, Tim 01-14 Instructional Media Assistant III
03-14-88 Storm, Gary 02-09 Custodial Worker III
03-14-88 Washa, Mary 02-10 Regional Campus Custod. Lead Worker
04-26-88 Fayram, Marilyn 01-19 Disability Resource Specialist
07-14-88 Shomberg, Jay 02-17 Maintenance Mechanic III
07-20-88 House, Kerry 02-08 Custodial Worker II
10-03-88 Rauls, Kristin 01-15 Administrative Assistant II
10-04-88 Randall, Debra 02-17 Maintenance Mechanic III
10-17-88 Kastner, Donna 01-13 Administrative Clerk IV
01-17-89 Seiverd, Cassie 01-00 Food Service Worker
02-13-89 Erickson, Lori 01-13 Service Center Clerk
03-01-89 Lim, Maria 02-08 Custodial Worker II
05-08-89 Quinlan, Kris 01-08 Clerical Support Worker III
07-17-89 Wagner, Kayleen 01-14 Administrative Assistant I
07-31-89 Roper, James 01-17 Instructional Assistant II
08-14-89 Kasten, David 01-17 Graphics Designer/Illustrator II
08-24-89 Apple, Barbara 01-10 Child Care & Development Spec

08-28-89 Jasper, Sharon 01-14 Administrative Assistant I

10-04-89

Preston,

Joan

01-10

Administrative

Clerk

I

10-11-89 Burrows, Barbara 01-11 Enrollment Facilitator

10-25-89 Johnson, Emma 02-07 Custodial Worker I

12-04-89 Scott, James 01-16 Educational Support Spec III

12-20-89 Olson, Patricia 01-15 Administrative Assistant II

02-27-90 Krumenauer, Amy 01-16 Accounting Clerk V

03-26-90 Peterson, SharylLynn 01-14 Administrative Assistant I

03-26-90 Helmkamp, Sheryl 01-16 Educational Support Spec III

05-01-90 Taylor, Charles 01-16 Educational Support Spec III

06-25-90 Way, Dawn 01-14 Administrative Assistant I

07-16-90 Sebranek, Lori 01-23 Project Leader

08-13-90 Douglas, Cynthia 01-15 Administrative Assistant II

08-13-90 Fuller, Sandra 01-11 Administrative Clerk II

09-03-90 Calkins, Kathleen 01-12 Administrative Clerk III

09-19-90 Jetzer, Diane 01-15 Administrative Assistant II

10-10-90 King, Karen 01-11 Educ & Career Planning Facilitator

10-15-90 Kalscheur, Carol 01-11 Enrollment Facilitator

10-29-90

Waldmer,

Melanie

01-11

Enrollment

Facilitator

10-29-90 Bernau, Joni 01-11 Educ & Career Planning Facilitator
11-01-90 Heiman, Scott 01-07 Bookstore Clerk
11-06-90 Calabrese, Geri 01-13 Administrative Clerk IV
11-12-90
Brogan,
Kathleen
01-11
Enrollment
Facilitator
11-12-90 Zickert, D'Ann 01-15 Administrative Assistant II
11-26-90 Brandner, Diana 01-17 Instructional Assistant II
12-04-90 Butcher, Darrel 02-08 Custodial Worker II
01-02-91 Bahr, Linda 01-13 Administrative Clerk IV
01-11-91 Rothamer, Janice 01-10 Administrative Clerk I
04-08-91 Carney, Sandra 01-15 Instructional Support Worker III
05-23-91 Glaza, Judy 01-11 Administrative Clerk II
06-03-91 Seemann, Yvonne 01-16 Educational Support Specialist III
06-09-91 Arndt, Jacqueline 01-13 Administrative Clerk IV
08-19-91 Owen, Julie 01-15 Instructional Support Worker III
09-09-91 Raffel, Teresa 01-16 Instructional Assistant I
09-09-91 Berschet, Shelley 01-10 Child Care & Development Spec
09-16-91 Soto, Donna 01-17 Laboratory Assistant
09-17-91 Jones, Lisa 01-10 Child Care & Development Spec
09-18-91 Franklin, Lisa 01-11 Administrative Clerk II
10-17-91 Julien, Nancy 01-18 Instructional Assistant III
11-18-91 Funk, David 02-09 Groundskeeper
12-02-91 Millan, Mitch 01-23 Technical Support Specialist
12-02-91 Thao, Lue 01-16 Educational Support Spec III
01-02-92 Griswold, Bonnie 01-13 Instructional Support Worker I
01-06-92 Brewer, Richard 02-08 Custodial Worker II

01-07-92 Seemann, Reinhold 02-10 Facilities Maintenance Technician
01-27-92 Pfeil, Jeffrey 02-08 Custodial Worker II
02-10-92 Wahl, Kathy 02-08 Custodial Worker II
03-25-92 Pozzi, Deanna 01-13 Administrative Clerk IV
03-30-92 Kalinka, Susan 01-16 Educational Support Specialist III
05-26-92 Frost, Kathleen 01-13 Administrative Clerk IV
06-09-92 Hill, Lorna 01-07 Clerical Support Worker II
06-29-92 Bille, Joan 01-21 Senior Network Specialist
07-26-92 Foley, Margaret 01-10 Administrative Clerk I
08-21-92 Roosmalen, Paula 01-16 Sign Language Interpreter
10-06-92 Koppa, Joan 01-14 Educational Support Specialist I
10-26-92 Luetkehoelter, Mark 01-15 Library Services Specialist
10-26-92 Chrostowski-Wright, P. 01-19 Disability Resource Services Coordinator
11-02-92 Wermuth, Terry 01-15 Accounting Clerk IV
11-02-92 Brown, Amy 01-12 Accounting Clerk I
11-02-92 Davis, Douglas 01-09 Food Service Technician
11-16-92 Stier, Lori 01-14 Administrative Assistant I
11-16-92 Olah, Jody 01-12 Administrative Clerk III
11-30-92 Eghbalnia, Cynthia 01-22 Safety/Hazardous Materials Mgr
12-01-92 Meicher, Leah 01-21 Information Coordinator
12-17-92 Quinn, Scott 02-05 Custodial Assistant V
12-21-92 Kronberger, Susan 01-23 Project Leader
12-28-92 Patton, James 01-23 Project Leader
02-22-93 Irwin-Romadka, Karen 01-17 Instructional Assistant II
03-15-93 Mosher, Regina 01-21 Analyst/Programmer
03-15-93 Sharp, Daniel 01-19 Research Specialist
03-16-93 Best, Eugenia 01-14 Educational Support Specialist I
04-23-93 Rathgeber, Jeanne 01-10 Administrative Clerk I
05-13-93 Cunningham, Sherry 01-11 Administrative Clerk II
05-14-93 Donovan, Patricia 01-15 Library Services Specialist

06-21-93 Da Walt, Judy 01-22 Grants Development Specialist
08-10-93 Krebs, Barbara 01-12 Administrative Clerk III
08-16-93 Smiley, Geraldine 01-07 Mailroom Clerk
10-18-93 Kinney, Teresa 01-18 Instructional Assistant III
01-10-94 Rockman, James 01-12 Laboratory Teaching Asst III
01-18-94 Smith, Donna 01-06 Clerical Support Worker I
02-21-94 Zimmerman, Chad 02-08 Custodial Worker II
03-07-94 Nesbit, Brian 01-16 Accounting Clerk V
03-07-94 Crook, Gregory 01-21 HVAC Technician
05-31-94 Femrite, Theodore 02-03 Custodial Assistant III
06-01-94 Wedekind, Barbara 01-10 Administrative Clerk I
08-03-94 Switzer, Carolyn 01-13 Administrative Clerk IV
08-08-94 Minnick, William 01-05 Clerk IV
09-05-94
Martell,
Louis
01-01
Food
Service
Worker
II
09-14-94 Helbig, J. Tom 01-23 Electrician
09-16-94 Padron, Susan 01-10 Administrative Clerk I
11-07-94 Johnson-Brown, Rosemarie 01-16 Educational Support Spec III
12-12-94 Mason, Jill 01-14 Educational Support Specialist I
01-03-95 Steuck, Colette 01-12 Administrative Clerk III
01-05-95 Allen, Jean 01-06 Clerical Support Worker I
01-17-95 Van Keuren, Janice 01-13 Administrative Clerk IV
01-18-95
Devine,

Lori

01-13

Educational

Support

Worker

IV

02-01-95 Guadian, Christopher 01-15 Instructional Support Worker III

02-06-95 Morakinyo, Jacquelyn 01-10 Administrative Clerk I

05-15-95 Conners, Michael 01-21 Microcomputer Specialist

06-01-95 Chastain, David 01-19 Alcohol & Drug Abuse Prev Spec

07-05-95 Clemens, Dorothy 01-10 Administrative Clerk I

07-05-95 Haag, Jan 01-09 Fiscal Support Worker I

07-10-95 Wernecke, Michael 02-10 Facilities Maintenance Technician

08-02-95 Schumacher-Rasmussen, Eric 01-17 Student Publications Coordinator

11-13-95 Gray-Jurek, Rebecca 01-10 Child Care & Development Specialist

11-13-95 Crabbs, Marty 01-15 Administrative Assistant II

12-11-95

Conlin,

Carrie

01-20

Business

&

Industry

Training

Liaison

01-02-96

Gabriel,

Michael

01-23

Project

Leader

01-30-96 White Hawk, Sandra 01-16 Educational Support Specialist III

02-19-96 Bogert, Sharon 01-21 Analyst/Programmer

02-26-96 Crone, William 01-21 Senior Network Specialist

05-27-96

Diller,

Deborah

01-11

Library

Technician

II

06-03-96 Schwegel, Stephen 01-20 Business & Industry Training Liaison

06-30-96

Schramm,

Eric

01-16

Laboratory

Technician

07-01-96 Panten, Michael 01-07 Auto Parts Clerk

09-15-96 Miller, John T. 01-22 Multimedia Specialist

10-07-96 Mau, Julie 02-05 Custodial Assistant V

10-14-96 Koch, Dennis 02-05 Custodial Assistant V

11-18-96 Hach, Lloyd 02-05 Custodial Assistant V

11-18-96 Gulland, Tami 01-20 Promotions Coordinator

01-27-97 Pennel, Mary 01-12 Educational Support Worker III

03-31-97 Rhodes, Kelly 01-16 Sign Language Interpreter

05-12-97 Shomberg, Joel 02-07 Custodial Worker I

05-19-97 Alt, Jean 01-07 Bookstore Clerk

06-09-97 Smith, Roger 02-05 Custodial Assistant V

07-01-97 Griesbach, Claudia 01-18 Administrative Coordinator

08-25-97 Bradshaw, Geoffrey 01-17 Student Activities Specialist

08-29-97

Frank,

Cathy

01-12

Accounting

Clerk

I

09-15-97 Thomas, Barbara 01-19 Public Information Specialist

09-15-97 Dahlke, Jacquelyn 01-16 Educational Support Specialist III

11-03-97

Valtierra,

Susan

01-16

Educational

Support

Specialist

III

11-24-97

Amara,

Teresa

01-18

Administrative

Coordinator

02-11-98

O'Connor,

Theresa

01-11

Administrative

Clerk

II

03-01-98

Nakkoul,

Nancy

01-16

Educational

Support

Specialist

III

06-24-98 Kittleson, Amy 01-17 Graphic Designer/Illustrator II

07-01-98

Olson,

Peter

01-04

Clerk

III

07-13-98 Zander, JoAnn 01-09 Clerical Support Worker IV

07-20-98

Phillips,

Rhoda

02-05

Custodial

Assistant

V

07-27-98

Cazares,

Armando

02-05

Custodial

Assistant

V

08-31-98

Grant,

Dorothy

01-02

Clerk

I

09-09-98

Mandich,

Jennifer

01-02

Cashier

I

09-21-98

Neuberger,

Ann

01-18

Administrative

Coordinator

10-07-98

Deakin,

Debbie

01-06

Clerical

Support

Worker

I

10-12-98 Dohm, Mark 01-20 Instructional Media Technician

10-12-98 McNeil, Rona 01-22 Senior Analyst/Programmer

10-19-98 Nelson, Judy 01-08 Clerical Support Worker III

11-02-98 Kracht, Sandra 01-20 Regional Campus Coordinator

11-02-98 Smith-Hess, Kimi 01-09 Clerical Support Worker IV

11-30-98

Husting,

Paul

02-05

Custodial

Assistant

V

12-07-98

Yero,

Christine

01-13

Administrative

Clerk

IV

12-07-98

Klosterman,

Donna

02-05

Custodial

Assistant

V

12-14-98

Baldivieso,

Lavinia

01-20

Business

&

Industry

Training

Liaison

01-11-99

Waters,

Kathy

01-14

Mail

Room

Lead

Worker

01-11-99

Blue,

Kimberly

01-13

Administrative

Clerk

IV

02-01-99 Henker, Christine 01-11 Enrollment Facilitator

02-01-99 Christopherson, Berit 01-11 Enrollment Facilitator

02-08-99

Okon,

Delores

01-17

Instructional

Assistant

II

02-22-99 Landgraf, Billie Jo 01-10 Administrative Clerk I

04-05-99

Granberg,

Janet

01-23

Project

Leader

04-05-99 Sleasman, David 01-15 Library Services Specialist

04-05-99 Geier, Linda 01-09 Fiscal Support Worker I

05-03-99 Trimborn, Marcelle 01-16 Instructional Assistant I

05-17-99 Norslien, Rosa 01-10 Administrative Clerk I

07-06-99 Adams, Carolyn 01-20 Space Planner

08-09-99

Reed,

Terrence

01-20

Instructional

Media

Technician

09-07-99

Fox-Carron,

Patricia

01-10

Administrative

Clerk

I

09-13-99

Hundhausen,

Victoria

01-10

Administrative

Clerk

I

09-20-99

Gerbitz,
Douglas
01-24
Project
Leader

-

One-Card
System
10-25-99

Kuhn,
Mary
01-11
Enrollment
Facilitator
10-25-99

Williams,
Patricia
01-14
Program
Evaluation
Assistant
11-15-99

Eggemeier,
Elizabeth
01-12
Administrative
Clerk

III
11-22-99

Huber,

Gary
01-21
Senior
Network
Specialist
01-05-00
Hynek,
Amy
01-17
Library
Lead
Worker
01-12-00
Wesolowski,
Donald
01-05
Clerk
IV
01-31-00
Liddicoat,
Heather
01-14
Administrative
Assistant
I
02-16-00
Wise,
Barbara
01-11
Education

&

Career

Planning

Facilitator

January 2000

APPENDIX H

Full-Time PSRP Salary Schedules

July 1, 1997 - June 30, 1998

See contract language on longevity and Addendum-Reclassification implementation for salary placement.

See contract language on longevity and Addendum-Reclassification implementation for salary placement.

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APPENDIX I

Full-Time PSRP Salary Schedules

July 1, 1998 - June 30, 1999

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See contract language on longevity and Addendum-Reclassification implementation for salary placement.

PREAMBLE

This Agreement, covering wages, hours, and working conditions, is made and entered into

between the Madison Area Technical College District (hereinafter referred to as the "Board" or

"College" or "District") and the MATC Paraprofessional and School Related Personnel (PSRP) Union (hereinafter referred to as the "Union").

Whereas, it is the desire and intent of the parties to seek peaceful adjustment of differences

that may arise between them and,

Whereas, the purpose of the Agreement is to promote harmony and efficiency in the working

relationships between the parties so that the employee, the school, and the

public may be

benefitted,

Now, therefore, it is agreed that the following provisions shall cover this

Agreement.

ARTICLE I

RECOGNITION AND SCOPE

Section A-Recognition and Definition

1. The Board recognizes Local 3872, WFT, as the sole and exclusive bargaining representative of the PSRP employees of Madison Area Technical College

District as

defined below.

2. The PSRP is defined as all office, clerical, custodial, maintenance, and related employees employed by the Board working at least ten (10) hours, but less than twenty (20) hours per week excluding supervisory, confidential, and managerial employees, for the purpose of collective bargaining employment. Employees shall

be covered by this agreement if at the time of hire the position is intended to encompass ten (10) or more hours per week or if an employee works at least ten (10) hours per week in ten (10) weeks out of a thirteen (13) consecutive week period. Once in the unit an employee shall be considered a regular part-time employee. This formula is to be used to determine when an employee shall be included in this unit and is not to be used as a means to exclude employees from the unit.

3. An employee of the Board is considered to be any person who receives his/her salary from the Board.

4. The Board and the Union further agree that the Agreement shall not apply to

or

cover those employees who work less than ten (10) hours per week or are hired

on

a temporary, part-time basis (Temporary means less than three months unless

the

temporary person is filling an opening created by a leave of absence of a PSRP bargaining unit member.) and those persons hired as work-study, and/or other similar programs as agreed.

Section B-Implementation

1. The Board shall make available to the Union, upon its written request, information, statistics, and records concerning the school district which is 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

the Union's responsibility to research and duplicate. The Union shall have recourse

to grievance should a dispute arise in regard to availability or pertinence of requests.

2. The Union and the Board shall agree that any committee established by the Board and/or College President calling for employee representation, the Union, through its president, shall select such representatives. The employees shall have

representation on the Facilities, Safety, and Social Committees, on the Affirmative

Action Committee and on any other committees affecting PSRP members which are

formed in the future.

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. 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 approved minutes following each meeting of the Board.

4. Copies of all agreements and supplements thereto between the parties shall be

distributed by the Union to each employee covered by this agreement. The Board or

its representative agree to meet with the Union within five days after the signing of this agreement for the purpose of arranging to duplicate or print this agreement

and any supplement thereto. The Board and the Union will each pay 50% of the cost of such printing or duplicating unless the printing/duplicating is done in-house,

in which case the Board will pay the cost. The Union shall distribute copies of this agreement to all new employees subsequently hired within the unit.

5. Whenever members of the Union are scheduled to participate during working hours in grievances respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss in pay nor shall such periods be

regarded as periods of work to be made up later. A Union designee shall be allowed

a reasonable time to investigate grievances with no loss in pay nor shall such periods be regarded as periods of work to be made up later.

6. Whenever If bargaining is scheduled during the part-timer's normal work hours, the

employee should be released with no penalty and with pay. If bargaining is not during the part-timer's normally

scheduled work, the employee will not be paid. If a part-time has missed scheduled

hours, due to bargaining, he/she may make-up the work, even if this will cause

the

employee to exceed the maximum number of weekly hours, using payroll codes 7, 8

or 9 to denote these hours. Effective immediately (1997, meeting 10, attachment J).

Section C-Use of Facilities

1. The Union may hold meetings within any building owned by the Board upon approval of the person responsible for scheduling which is subject to the educational programs and availability.
2. The Union shall be provided one bulletin board at each campus as close as possible to the PSRP mailboxes. The Union shall have the right to use the district mail system and/or mailboxes.
3. The Board shall provide a listed telephone number and a mailbox for the Union.
4. Subject to the demands of the educational programs of the District, the Union shall be permitted to use school equipment such as duplicators, typewriters, etc., in relation to Union activities. The cost of using such equipment will be paid by the Union.

Section D-Union-Management Committee

1. The undersigned 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, and on a bimonthly basis 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. 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 college and employees, including, but not limited to, facilities, accommodations and supportive services.

2. 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 nonprecedential and nonbinding in any collective bargaining or arbitration process.

Prior to issuing any recommendations, the Committee shall endeavor to conduct any necessary investigation.

3. 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.

4. The Committee will be co-chaired by Union and Management.

ARTICLE II

DUES DEDUCTION AND FAIR SHARE

Section A-Dues Deduction

1. The Board agrees to payroll deduction upon receiving written authorization of the employee.

2. All funds collected by the Board as a result of dues deduction shall be remitted promptly to the appropriate financial officer 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 PSRP's organization. The Union shall not indemnify and save harmless the Board for

negligent acts which are the Board's own.

Section B-Fair Share

1. Membership in the Union is not compulsory. An employee may join the Union and maintain the membership therein consistent with its constitution. The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equal to the actual cost of such bargaining and contract administration.

2. The Board agrees to deduct the amount of fair share certified by the Union as the fair share amount uniformly required of nonunion bargaining unit members from the earnings of the nonunion bargaining unit members affected by this Agreement and pay promptly the amount so deducted to the Union.

Section C-Indemnification

The Union indemnifies and holds the Board harmless against any and all claims, demands, suits or other forms of liability including court costs that arise out of or by reason of action taken or not taken by the Board, which Board action or nonaction is taken under the provisions of this fair share agreement and/or in reliance on any list which has been furnished to the Board or its representatives pursuant to this fair share section by the Union.

ARTICLE III

MANAGEMENT RIGHTS

Section A-Definition

The Board retains and reserves the sole right to manage its affairs in accordance with all

applicable laws and legal requirements. Included in this responsibility, but not limited

thereto, is the right to:

1. Determine the number, structure, and location of departments and divisions.
2. Determine the kinds and number of services performed.
3. Determine the number of positions and classifications thereof to perform such services.
4. Direct the work force.
5. Establish qualifications for hire.
6. Test and to hire.
7. Promote and retain employees covered by this agreement.
8. Transfer and assign employees covered by this agreement.
9. For just cause, suspend, discharge, demote, or take other disciplinary action.
10. Release employees covered by this agreement from duties because of a lack of work or funds.
11. Maintain efficiency of operations by determining the method, the means, and the personnel by which such operations are conducted and to take whatever actions are reasonable and necessary to carry out the duties of the various departments and divisions.
12. Make reasonable work rules.
13. The Union recognizes that the Board has statutory obligations in contracting for

matters relating to school operations and that various forms of subcontracting have been the regular past practice. The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. No subcontracting shall conflict with specific rights of employees under the Agreement, or shall result in layoff, termination, or discharge of any employee on the payroll as of the date of this Agreement.

Section B-Exercise of Management Rights

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practice in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

EMPLOYMENT

Section A-Nondiscrimination

1. 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, or membership in or association with the activities of any employee organization in compliance with Wisconsin Statutes.
2. The Board shall agree that the principle of equal pay for equal work be observed for comparable work and duties. All fringe benefits shall apply to male and female employees in the same manner.

Section B-Nepotism Policy

In selecting persons for employment, the applicant best qualified and available to perform in

the position, should without exception, receive the offer of employment. No restriction is

placed on hiring persons related through affinity or consanguinity. However, to avoid possible

conflict of interest which may result from peer judgment or administration review procedures,

a person so related must not participate either formally or informally in decisions to hire,

retain, promote, or determine the salary of the other person.

Section C-Disabled Transfers

In the event that the employer wishes to transfer physically disabled employees to suitable

positions vacant in the District, the Human Resources-Vice President may waive the normal

hiring procedure.

Section D-Filling of Vacancies

1. Human Resources will advise the Union, upon request, as to the status of any vacant, newly established, or reallocated position.

2. If a vacant, newly established, or reallocated position is not to be filled, the Union will be notified as soon as possible.

3. When completed, the Union shall have reasonable access to the position control system.

Section E-New Employees

When a new employee is hired, the Human Resources-Vice President shall notify the

Secretary of the Union of the name and address of the newly hired employee within ten (10)

days of his/her acceptance of the position.

Section F-Probationary Period

1. All newly hired employees covered by this Agreement shall be on probation for the first twelve (12) months of employment and shall, during that period, have all employee rights except the right to appeal a suspension or discharge.

Probationary

employees are not eligible for promotion or transfer during their first six (6) months

of employment. Thereafter, probationary employees who transfer or promote shall

remain on probation until they have completed six (6) months in the new job. This shall not be considered a trial period, however, the evaluation requirements of Article IV, Section I, Paragraph 8a. shall apply.

2. The supervisor shall evaluate the employee at the conclusion of the first six (6) months of employment. The supervisor shall discuss the evaluation form with the employee and the employee shall sign and receive a copy of the evaluation form.

A

second evaluation shall be made two (2) weeks prior to the completion of the probationary period in the same manner provided above if the employee still remains in the position at that time. Nothing herein shall preclude the employer from conducting an evaluation at another time or on a more frequent basis.

3. All employees who successfully complete the probationary period shall not be discharged, suspended, demoted, or disciplined except for just cause.

Section G-Seniority

1. Seniority shall be the length of continuous service with the employer. Part-time unit employees (less than 20 hours) who move to a full-time position (20 hours or more) shall have their seniority date adjusted to equal half the employee's length of continuous service with the employer.

2. Seniority shall be deemed to have been broken if an employee:

a. quits;

- b. is discharged;
- c. fails to report to work as required after having been recalled from layoff;
- d. retires.

Section H-Assignment of Duties and Responsibilities

1. All employees shall be assigned their duties and responsibilities by the immediate supervisor. Employees shall not have the responsibility of supervising (e.g., evaluation, discipline, approval of leave request, signing of time sheets, etc.)

other 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.

2. The most senior qualified (that is, no training required) employee within a classification is entitled to available scheduled hours of work in the employee's work unit up to a maximum total of 19.99 hours per week.

3. During the term of this Agreement, the Board agrees not to establish or enforce

work rules and regulations which primarily relate to matters of wages, hours or conditions of employment, to the extent that such are not presently in existence.

4. During the term of this Agreement, the Board agrees not to establish or enforce

work rules and regulations inconsistent with the terms or provisions of this agreement.

Section I-Transfer and Promotion

1. If a unit position less than twenty (20) hours is increased in hours, but remains less than twenty (20) hours, the incumbent shall receive the hours.

2. If a unit position less than twenty (20) hours is going to be increased to twenty (20) or more hours, the incumbent is determined to be qualified or unqualified for

the enhanced position. If qualified, the incumbent shall receive the enhanced position. If not qualified, the incumbent shall not be given the job and shall have the right to appeal within five (5) working days of notification to the College President or designee via written request to the Human Resources-Vice President

whose decision shall be final. The procedure of this paragraph shall be followed before posting. If an individual is deemed disqualified and then laid off, the terms of the contract shall be followed. If the incumbent is determined to be unqualified, he/she will be given written reason(s) upon request.

3. If a part-time employee applies for a full-time position and meets the qualifications for the position, the employee will be granted an interview. In such event, Appendix B - Promotion, on page 37 shall apply.

The following relates only to part-time positions and the rights of part-time employees to transfer or promote into such positions:

4. When the employer determines to fill a vacant or newly created position, such job opening(s) shall be posted for a minimum of eight (8) working days.

5. A job description for each existing classification shall also be provided.

6. The posting will identify the classification, the shift, shift rotation, hours, rate of pay, work location, and closing date of the posting. A job description stating all required qualifications will accompany the posting.

7. The scores for any tests that the employee has taken for transfer, promotion, and/or initial hiring shall be retained for a period of two (2) years. Such scores shall

be used in any transfer and/or promotion action unless the employee voluntarily retakes the test. An employee shall not be required to take a test if the employee's current position contains equal or greater standards than those applicable to the position sought through promotion or transfer.

8. Transferred or promoted employees shall serve a six (6) month trial period.

a. The supervisor shall evaluate the transferred or promoted employee at the conclusion of three (3) months of employment in the position. The

supervisor shall discuss the evaluation form with the employee and the employee shall sign and receive a copy of the evaluation form. A second evaluation shall be made approximately two (2) weeks prior to the completion of the trial period in the same manner provided above if the employee still remains in the position at that time. Nothing herein shall preclude the employer from conducting an evaluation at another time or on a more frequent basis.

b. Transferred or promoted employees who don't satisfactorily complete the trial period under the procedure described above will be placed back in his/her original position.

9. Transfer

a. An employee in the affected department within the same classification shall have the right to transfer on the basis of seniority.

b. If the vacancy is not filled by a transfer within the affected department, all other applicants in the bargaining unit within the same classification shall have the right to transfer on the basis of seniority. If more than one employee requests a transfer, the supervisor may choose among the two most senior.

c. If the vacancy is not filled by a transfer from within the affected classification, all other applicants within the same pay range in the bargaining unit will be considered and, if qualified, be transferred. If two or more qualified employees within the bargaining unit apply for the position, the supervisor may choose among the two most senior.

d. If the junior employee is chosen pursuant to b. or c. above, the supervisor shall meet with the senior employee and a Union representative to explain why the senior employee was not selected chosen. The senior employee may also attend the meeting at his/her discretion.

e. Transfer opportunities under a. above shall not be posted, but all employees in the affected department within the same classification shall

be notified. Transfer opportunities under b. and c. above shall be posted.
f. These priorities may be disregarded if necessary to implement the District Affirmative Action plan or official mandates regarding Affirmative Action. If the priorities are disregarded, the resultant hiring must produce an improvement of the Affirmative Action status of the district.

10. Promotion

a. An employee, if qualified, will be given first consideration for filling the vacancy arising within the bargaining unit. First consideration means that existing employees within the bargaining unit shall be automatically included in the list of up to twelve (12) applicants to be interviewed by the interviewing committee.

b. Qualified is understood to mean having the credentials, skills, knowledge, and ability required.

Section J-Reclassification

The parties have agreed to a position classification, evaluation system and manual which

sets forth the procedures for evaluating new or substantially changed positions and includes

a system for filing a request for reclassification. Classification/reclassification requests shall

be processed exclusively under this system. (See Addendum.)

Section K-Layoff-Recall

1. Layoff

When there exists a legitimate reason for a reduction in the work force, the employee(s) with the least seniority in the affected job classification in the municipality involved shall be laid off first.

a. Employees will be notified of an impending layoff in writing by the Human Resources Department not less than thirty (30) calendar days prior to the effective date, with a copy to the Union. The original notice of layoff will be accompanied by a current seniority listing, and a copy of

these layoff/recall procedures.

b. Representatives of the parties and the employees receiving such notices shall meet at the earliest possible date for the purpose of effecting such layoffs as are necessary.

c. No permanent employee(s) shall be laid off from any position while any temporary or probationary employee is employed in a comparable position where such positions (no more than two (2) generate a 50% or more workload in the same municipality.

2. Rights of Job Displaced Senior Employees

When a senior employee's job is eliminated which then causes the layoff of the least senior employee in the classification, pursuant to 1. above, the affected senior employee shall exercise one of two options:

a. Move into the job of the laid off junior employee provided such job is hourly comparable. In that event, the senior employee would have first rights, which would supercede the rights of a laid off employee and, except for rights specified in Article IV, Section I, Paragraph 7.a. and 7.b., to transfer into any new or vacant job in the classification for a period of one year from the date of exercise of this option.

b. Move into the job of least senior employee remaining in the classification (second least senior before layoff) provided such job is hourly comparable. The least senior employee would then move into the laid off junior employees job and would then have first rights, which would supercede the rights of a laid off employee, to transfer into any new or vacant job in the classification for a period of one year from the date of exercise of this option.

c. In the event that a job is not hourly comparable, the senior employee may chose to move into the position if it has less hours or bypass the position and exercise his/her options in the next less senior employee's job that is hourly comparable.

3. Layoff List

The Human Resources Department will maintain a current layoff list and will provide a copy to the Union each time the list is changed.

4. "Bumping Rights"

An employee laid off pursuant to 1. above, on the basis of seniority, may choose to bump a junior employee in a job classification requiring similar job skills providing such employee has the necessary competent job skills and the necessary

education required by the job description. The bump must be into a position that is hourly comparable or has less hours than the employee's current position.

However, the bump will not be effective until the junior employee has been given at least a fifteen (15) calendar day prior notice.

a. The senior employee will provide written notice to the Human Resources Department of the intent to bump.

b. The Human Resources Department will provide the employee wishing to bump with the most recent seniority list. The employee may then identify any position held by a junior employee for which he/she is qualified by virtue of the criteria listed above. At the request of the laid off employee, the Human Resources Department will provide the job description for any position held by a junior employee.

c. The Human Resources Department will notify the employee in writing as to whether or not the request to "bump" will be approved. This notice will contain the starting date in the new position. The fifteen (15) calendar day notice will be given to the junior employee who will be displaced on the same date as the written notice to the senior employee, or as soon as reasonably possible thereafter. If the request to bump is denied, the reasons will be stated.

d. If a vacancy exists in a position comparable to one identified in a request to bump, the Human Resources Department may offer this position in lieu of bumping an existing employee. An employee may refuse such an offer and exercise bumping rights.

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Employees will be recalled from layoff in order of seniority when an increase in force is required in the same job classification from which the employee was laid off. Employees will also be recalled from layoff in order of seniority for jobs in a classification requiring similar job skills providing the employee has the necessary competent job skills and the necessary education required by the job description.

b. The Human Resources Department is responsible for issuing the notice of recall to eligible employees in the same classification. A copy of the notice will also be sent to the Union.

c. The employee and/or Union shall be responsible, within ten days of the mailing of the vacancy notice (Section 5.b)., for notifying the Human Resources Office of any vacancy for which recall eligibility is claimed by virtue of "similar job skills." Failure to do so will preclude both the employee and Union from later

alleging that the College should have offered a recall to a vacant position due to its having "similar job

skills." If the employee is eligible, the Human Resources Department is responsible for issuing the notice of recall. A copy of the notice will also be sent to the Union.

d. The Human Resources Department may contact any laid off employee to discuss the job skills required by a vacant position. This will not create an obligation on the part of either the employee or the college with regard to the ultimate filling of the position.

e. Employees recalled shall report for work at the time indicated on the recall notice which shall be no earlier than fifteen (15) calendar days from the date of mailing of the recall notice. Nothing shall prevent the employer and employee from mutually agreeing to a different time for reporting to work.

7. Rights of Laid Off Employees

a. Employees who are laid off shall have recall rights for a period equal to their length of seniority, but not less than two (2) years nor exceeding five (5) years.

b. An employee on layoff status will retain all seniority rights as though the layoff had not occurred. However, if an employee fails to report for work or refuses an offer of reemployment in any job in the same pay and classification to the last position held by the employee prior to the layoff, his/her seniority rights shall be terminated.

c. An employee who requests or is offered recall into a vacant position which is not of the same classification as the original position, but does not assume that position, shall retain recall rights.

d. An employee who requests or is offered recall into a vacant position which is of the same classification as the original position but the offered position is not hourly comparable, may decline the position and shall retain recall rights.

8. Definitions

The following definitions apply only to this Section K and are not intended to have implications regarding other articles and sections of the CBA.

a. Classification/Job Classification

Positions with the same title and numerical level designation (e.g., Custodial Worker II).

b. Municipality

Madison and each of the four regional campuses are considered separate municipalities.

c. Competent Job Skills

May refer to the degree of expertise in a particular skill (e.g., typing speed, communications) or to an area of specialization in a skill area (e.g., barber/cosmetology vs. animal technology).

d. Similar Job Skills

Refers to the type of skill rather than the level of achievement (e.g.,

clerical, custodial, laboratory, instructional support, educational support) and which include skills contained within a job that is typically found two (2) ranges above or below the employee's current range.

e. Hourly Comparable Job

Refers to a job that is within plus or minus four (4) weekly hours of the last position held by the employee. (Example: Last job held is 30 hours per week. Hourly comparable job would be one in the range of 26 to 34 hours.)

ARTICLE V

PERSONNEL POLICIES

Section A-Physical Examinations

The Board shall contract with a qualified clinic or panel of approved physicians to pay all costs of required physical examinations and X-ray or tuberculin tests for new and continuing employees. Any employee may have the required physical examination and/or X-ray or tuberculin tests performed by a physician of his/her own choice. If this is the employee's preference, the Board shall pay up to \$40 toward the cost of such examination.

Section B-Hold Harmless Policy

1. (Approved February 1, 1978) The Board does hereby indemnify and hold the PSRP

employees of the District totally harmless for any liability which they may incur in the normal course of their duties caused by:

- a. Litigation brought by students.
- b. Any other act performed in their good faith performance of their duties.

2.

The foregoing

resolution
shall
be
applicable
to
acts
which
occurred
both
prior
to
and
subsequent
to
the
date
of
this
policy
and
the
indemnification
provided
for
herein
includes
reasonable
attorney's
fees
and

costs.

Section C-Selling Supplies and Equipment

Within the school district of his jurisdiction or employment, no school teacher, agency coordinator, school district administrator or other school employee connected with any public school may act as an agent or solicitor for the sale of school books, school supplies or school equipment, or solicit or promote such sales to individuals or the school district or receive any fee or reward for any such sales.

Section D-Personnel Files

1. If material derogatory to the employee is placed in his/her file, he/she shall receive a copy at the time it is placed in the file.
2. The employee 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. Communications of a nonprofessional nature or official grievances filed by the employee shall not be placed in his/her file except materials submitted to the Administration prior to employment concerning said employee of a confidential nature. It is understood that the file will remain in the Human Resource office and will be read there. Any request for reproduction will also be done in the Human Resource office.
4. The employee 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.

Section E-Authorized School Business and/or Travel

1. An employee designated and/or authorized by the Board, an Administrator, or designated supervisor, to represent or conduct school business for Madison Area Technical College District which requires travel shall be compensated for his/her expenses as follows:

a. Mileage shall be reimbursed at the standard IRS business rate (effective 7/1/99). of \$.29 per mile (effective 8/28/97) and \$.30 per mile (effective 7/1/98). In the event that any other group of employees is reimbursed at a higher rate than those referenced previously during the term of this agreement, the Board agrees to reimburse PSRP staff at the higher rate.

b. All other reasonable expenses incurred such as lodging, meals, registration, 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 employees for authorized travel expenses for each trip. For travel between the Downtown Education Center and the Commercial Avenue Education Center (3 miles), employees shall be paid \$4 per round trip or \$3 per one-way trip. For travel between Truax Campus and Downtown Education Center (5 miles) employees shall be paid \$5 per round trip or \$4 per one-way trip. For travel between Truax Campus and Commercial Avenue Education Center (2.5 miles) employees shall be paid \$3 per round trip or \$2 per one-way trip.

3. Reimbursement will be made for any parking meter costs incurred while on District business away from the employee's primary work station.

Section F-Uniform Allowance

In the event that any employee shall be required as a condition of his/her employment to wear a particular kind of uniform or other special clothing or identification patch or material, such items shall either be furnished by the employer or the employer will reimburse the employee for the cost of the items. No more than two (2) uniforms per fiscal year

shall be

furnished by the Board.

Section G-Employee Evaluations

1. PSRP evaluation procedures are recognized to be a cooperative effort between the PSRP employee and his/her department supervisor with the express purpose of achieving excellence in the work area.
2. A PSRP employee who is not performing satisfactorily shall be notified by the appropriate department supervisor as soon as this becomes evident.
3. A conference between the PSRP employee and the appropriate department supervisor making the evaluation shall be initiated immediately for the purpose of implementing improvements in the performance of the employee.
4. Once each year the department supervisor shall file with the Human Resources-Vice President an evaluation report and each PSRP employee shall receive a copy of his/her evaluation.
5. The parties have agreed to the PSRP Performance Review and Development Plan.

A joint committee of the Union and Administration shall monitor the effectiveness of the plan utilizing continuous improvement principles.

ARTICLE VI

WORKING CONDITIONS

Section A-Employee Facilities

1. The Board will continue to provide employee facilities such as lounges and rest rooms, eating facilities, telephone service in each office, and where District owned parking facilities are available, their use shall be free of charge.
2. Since the school nurse must serve two campuses and it is necessary for the welfare of the students that s/he be readily available, s/he shall be provided a

parking space within a reasonable distance of the school at the Board's expense.

3. Each employee will be listed in the staff directory and the MATC telephone listing and shall receive a copy of each.

4. The employees shall have representation on any future planning committee for a new campus with regard to facilities which directly affect the employees.

5. Employees shall not be required to pay more than the rates charged the general public for use of the District's wellness facilities.

Section B-Safety and Health

1. The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment.

2. Where the Board, or a state or federal agency require that an employee wear safety shoes, safety glasses, protective helmets, ear plugs, or other safety equipment, the Board shall furnish same.

3. An employee carrying District money in excess of \$500 from one location to another shall be accompanied by another person.

4. The District shall pay the cost of appropriate testing and preventative measures

as recommended by the District's medical advisor for an employee 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-Weather Conditions

1. Employees who are absent because of inclement weather when school is open

may elect to make up the time, have it charged against their occurrence hours, or take leave without pay.

2. 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 disturbances, 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. The Union and Board agree that any such closing or reduction in hours will not penalize any employee's salary.

a. Employees shall receive pay for their normally scheduled hours of work for the time the school is closed. Overtime hours that may have been scheduled, but due to the closing are not worked, shall not be paid.

b. Employees required to or asked to work when school is closed shall receive overtime (at time and one-half) pay or compensatory time off for hours worked up to the end of their normal work schedule. Hours worked beyond the normal work schedule shall be paid pursuant to the overtime provisions of the collective bargaining agreement.

c. An employee on leave status at the time of the school closing (sick, vacation, personal, leave without pay) shall have their leave charged for the hours of their normal workday.

d. In the event that school is closed for part of an employee's shift, but, due to the weather, an employee did not report for work, the hours that school was open must be charged to a leave pursuant to paragraph 1. above.

Section D-Hours of Work

1. The work schedule will be determined by the supervisor.

2. Employees will be allowed one paid 15-minute break for every four (4) hours worked or major fraction thereof.

3. An unpaid lunch break will be available to employees who work six (6) or more hours. The lunch breaks vary from thirty (30) minutes to one (1) hour depending upon supervisor and employee agreement.

4. Continuous telephone coverage must be maintained in an office with more

than

one employee.

Section E-Overtime

1. An employee who works overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all such hours worked.

Overtime

is defined as working more than thirty-eight and three-fourths (38 3/4) or forty (40)

hours per week based on normal work schedule of an employee in a corresponding

full time position.

2. All continuous hours worked in excess of twelve (12) consecutive hours shall be

paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate.

3. Employees performing authorized work on a full-time contract designated holiday

shall be compensated at the rate of double time the employee's regular rate of pay

for hours worked.

ARTICLE VII

BENEFITS

Section A-Credit Union

Employees of the Board are eligible for membership in the M.A.T.C. Credit Union. Employees

shall be eligible for payroll deduction.

Section B-Educational Opportunities

1. In the philosophy statement of Madison Area Technical College, it is stated that

one of the missions of the College is "continuing education designed to provide an expanding opportunity for vocational growth and development, with programs to upgrade and retrain employed persons according to long term employment opportunities and needs in industry, agriculture, and business." The supervisor and the employee have the responsibility to encourage participation in quality educational opportunities in the most efficient and economical manner possible.

2. a. With the approval of the Supervisor, each employee may take up to a five (5) credit course (college transfer, technical diploma, or associate degree) each semester (fall, spring, summer) at Madison Area Technical College. If the course is regularly available at MATC but not during the academic year in question, but is part of the employee's professional development plan, the course may be taken at another accredited public college. Employees at regional campuses can attend up to a five (5) credit course each semester (fall, spring, summer) at another accredited public college other than MATC if the distance is at least 15 miles closer to the employee's place of employment.

b. All credit courses taken at colleges other than MATC should be similar in content to college transfer, technical diploma or associate degree courses at MATC.

c. The course shall not be taken during regular working hours. However, with the supervisor's approval, the employee may adjust his/her work hours in order to take the course. Paragraph B2. is applicable to employees who have completed their probation period prior to the start of the course.

3. With the approval of the Supervisor or designee, employees may participate in internal or external learning experiences, i.e., credit and noncredit courses at

accredited public educational institutions; meetings, conferences and/or seminars.

All of these learning experiences are to be directly related to the job duties and responsibilities of the employee. Applications shall be processed on forms provided by the College.

4. It is the employee's responsibility to remain in a course approved under paragraphs B2a. or B3. to its completion. Employees who withdraw from a course

approved under paragraph B2a. or B3. are responsible for tuition unless the withdrawal has been approved by their immediate nonbargaining unit supervisor. Tuition for courses approved under paragraph B2a. or B3. will be paid by the College provided the employee completes the course with a grade of C or better.

Section C-Worker's Compensation

1. If an injury is covered by Worker's Compensation, the employee shall receive in addition to

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 employee's other fringe benefits shall be maintained.

2. If an employee 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 and in the event this injury is being contested under

the Worker's Compensation law, the employee shall be covered for full salary, not

to exceed 190 work days, for any period of contest relating to the injury or re-injury.

a. The employee shall also be required to apply for income protection benefits provided under this agreement. If the injury is determined after the contest to be not covered by the Worker's Compensation law, the employee's sick leave account will be charged for the period of absence up to the point covered by the income protection.

b. In order to be eligible for this benefit, the employee shall promptly file a written report concerning the incident with the Board or its designated representative. A copy of the report shall be sent to the Union by the Board or its designated representative.

c. If an employee 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.

Section D-WVA

1. All employees are eligible to participate in the Wisconsin Vocational Association.

This is an organization to promote and improve vocational and technical education

in our state. Employees may join as associate members.

2. The Board will allow up to seven (7) employees (full and part time) to attend the

annual conventions with no loss of members' salary. In work areas with two or more PSRP members, not more than 50% of them can attend the convention.

The

Board will pay reasonable expenses entailed in attending the convention.

Section E-Wisconsin Federation of Teachers Convention

Delegates selected by the Union may attend the annual Wisconsin Federation of Teachers

Convention with no loss in salary (up to two [2] days per delegate). The

delegates chosen

will not exceed eighteen (18) (Part A and B) employees and will not consist of more than

50% of the staff in a work area of two or more people.

Section F-Tax Sheltered Annuities

1. On behalf of those employees who wish to participate, the Board agrees to pass

such resolutions and execute such forms as may be necessary under the law to enable the employees to procure qualified annuities under Section 403(B) of the Internal Revenue Code.

2. The Madison Area Technical College District does not agree to calculate the maximum amount excludable and is not responsible for any excess contributions made by the employee.

Section G-Occurrence Days

1. The following table is based on average number of hours worked by a part-time

employee per week. The table is based on a twelve (12) month employee and is subject to proration for less than twelve (12) month employees.

2. Occurrence hours will be taken at times selected by the employee and are subject to the approval of the supervisor.

Average Hours Per Week Occurrence Hours

10 - 12.99 20

13 - 16.99 25

17 - 19.99 30

3. Occurrence hours reflect paid time off and may be used for sick leave, vacation

or holiday purposes. Occurrence hours, when combined with hours worked, may not

exceed the number of hours normally scheduled for the employee. (In other words,

occurrence hours are a replacement for not a supplement to regularly scheduled hours of work.)

4. Occurrence hours do not accumulate from year to year, however, an employee may carry forward up to eight (8) occurrence hours into the next fiscal year.

Section H-Insurance

1. Health/Dental

After four (4) years of service an employee shall have access to group health and group dental insurance at the employee's own cost provided the insurance carrier allows it.

2. Life

Any employee who qualifies for WRS is eligible for life insurance.

a. The Board shall maintain the Group Life Insurance plan presently in effect. The employer will pay 90% of the premium and the employee will pay 10%.

b. The Board agrees to permit individuals the option to pay increased premium and obtain 100% supplemental life insurance, provided it is acceptable to the insurance carrier.

c. The Board agrees to permit individuals the option to obtain Spouse and Dependent Life Insurance. The employee pays the entire premium for this coverage.

Section I-COPE Deductions

Upon receipt of a voluntary written individual order from an employee, the District will deduct

from the pay of the employee those COPE contributions authorized by the employee. The

COPE deduction forms shall be provided by the Union. Such deductions shall not cost the

district more than nominal administrative expense (i.e., the cost of dues deduction).

Section J-Section 125 Plan

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 daycare expenses.

ARTICLE VIII

SALARIES

Section A-Salary

1. Effective July 1, 1999, increase base salary by 3.50% 3.25%. (see Appendix B)
2. Effective July 1, 2000, increase base salary by 3.50% 3.25%. (see Appendix C)
3. Effective July 1, 2001, increase base salary by 3.50% 3.25%. (see Appendix D)

Section B-Longevity

1. All employees shall receive automatic salary increases according to the following schedule:
 - a. 4% of the base pay beginning the 5th year of continuous employment.
 - b. 7% of the base pay beginning the 10th year of continuous employment.
 - c. 9% of the base pay beginning the 15th year of continuous employment.
 - d. 12% of the base pay beginning the 20th year of continuous employment.
2. Longevity payment shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
3. Longevity will not be considered to be broken by transfer, promotion, reclassification, or leave of absence.
4. Longevity will be broken by termination of employment.

Section C-Temporary Assignment Pay

1. An employee temporarily assigned to a position in a higher classification shall

receive compensation for the temporary assignment at the beginning salary of that classification if that salary is higher than the employee's current salary or at the lowest step in that classification that is higher than the current salary of the employee. In making the comparisons to determine the amount of salary to be paid for a temporary assignment, the employee's longevity range shall remain constant. Notwithstanding the foregoing, the minimum increase in pay for an employee temporarily assigned shall be 2%.

2. A temporary assignment also occurs when an employee is assigned substantial additional duties (outside the normal duties of the employee's classification). The supervisor must declare that the assignment is temporary and the anticipated duration of the assignment.

If the assignment is less than forty-five (45) working days, the employee shall receive a 2% increase in pay for the period. If the assignment is or will last longer than forty-five (45) working days, the employee's position shall be reviewed utilizing the reclass instrument. The resulting pay increase, if greater than 2%, will be retroactive to the first day of the assignment.

3. To qualify for temporary assignment pay, the employee must work in the temporarily assigned position under (1) above or be assigned substantial additional duties under (2) above for a minimum number of consecutive work hours equal to the replaced employee's or the assigned position's normal workday (shift) hours. Consecutive work hours include hours worked over two consecutive workdays (shifts) provided the work hours are continuous (e.g., end of one workday [shift] continuing at the start of the next workday shift). Once qualified, compensation shall be from the first hour of the assignment. [Example: An employee who is

temporarily assigned to replace an employee with a normal eight (8) hour workday (shift) must work eight (8) consecutive work hours to qualify for temporary assignment pay. An employee who is temporarily assigned to a position with a normal four (4) hour workday (shift) must work four (4) consecutive work hours to qualify for temporary assignment pay.] Part-time employees who continue to work in their own position, while also assuming duties which would otherwise qualify for temporary assignment pay, shall not be subject to the consecutive hours requirement.

4. If an individual is in a temporary assignment for a period of time that requires horizontal salary movement, the individual will receive such movement.

5. Temporary assignment pay is provided to employees who temporarily perform substantial additional duties that require a higher degree of skill, effort or occur under more adverse working conditions than those normally required in the employee's classification. The reclass evaluation system will be used to evaluate changes (1997, meeting 12, Attachment B).

(Paragraph 2 shall expire on June 30, 1999, and upon expiration shall not be the status quo.)

Section D-Premium Pay

Employees performing authorized work between the hours of 6 p.m. and 11 p.m. and/or 5

a.m. to 6 a.m. shall be paid a premium of 40 cents per hour. Employees performing

authorized work between the hours of 11 p.m. and 5 a.m. or on a Sunday shall be paid a

premium of 50 cents per hour. Employees who have part of their regular work hours fall on a

contract designated holiday (see holidays for definition) shall be paid a premium

of 55 cents

per hour.

Where more than one premium pay amount would apply, the employee will receive the

greatest applicable premium rate.

Section E-Payroll Check Distribution

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

1. employee's mailbox if available or employee's supervisor
2. employee's home address
3. employee's financial institution provided the employee signs an agreement holding the Board harmless.

Section F-Wisconsin Retirement Fund

The Board shall pay to the Wisconsin Retirement System the required employee contribution

on all applicable wages if the employee qualifies under the rules of the Department of Employee Trust Funds.

ARTICLE IX

LEAVES

Section A-Bereavement Leave

24033. An employee may be absent because of the death of a member of his/her immediate family, or a dependent who lives in his/her household for up to five consecutive days (excluding Saturday and Sunday) and shall be paid for the time lost from his/her regularly scheduled hours for an equivalent of those hours during

the period of absence.

24034. Immediate family shall be defined as the employee's mother, father, 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, stepchild, and stepparent.

24035. Bereavement leave may also be applied for other members of a family or special relationships upon application and where the existence of special circumstances arise.

Section B-Job Related Leave

When an employee is requested by his/her supervisor to attend a meeting, seminar, workshop, conference, convention or institute, he/she shall suffer no loss in pay and the

Board shall reimburse the employee for all reasonable expenses and fees. The employee may

initiate the request for a job related leave. A job related leave must be approved by the

Human Resources-Vice President.

Section C-Leave of Absence Without Pay

Unpaid leaves of absence of five consecutive days or less are subject to the approval of the

employee's supervisor. Unpaid leaves of absence beyond five consecutive days are subject to

the approval of the Human Resources-Vice President. Upon return, the employee shall be

placed in his/her original position or in a position equivalent to the one previously held.

Section D-Maternity Leave

1. A leave of absence without pay for a period of up to one (1) year shall be granted for maternity.

2. Requests for such leave shall be made to the Human Resources-Vice President 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 providing:

a. Such request is made in writing by the pregnant woman.

b. That the request is accompanied by a statement from the woman's physician, on a form to be provided by the Madison Area Technical College District, stating projected

date of delivery indicating that in the physician's professional judgment, the woman

may healthfully continue her duties until the projected date of delivery.

c. That should conditions change at a later date, the woman and her physician will so advise the Human Resources-Vice President in writing.

4. The Human Resources-Vice President shall reinstate the employee on maternity

leave after the end of the leave upon presentation of a satisfactory medical report.

5. Upon return, the employee shall be placed in her original position.

Section E - Jury Service Leave

1. Employees covered by this Agreement who are called for jury service in any court

of the State of Wisconsin or of the United States shall be entitled to leave of absence from their position without loss in time from the service of the District to serve as jurors in such courts.

2. The proposed leave shall be brought to the attention of the Human Resources-Vice President immediately upon notification of such proposed jury service by said employee.

3. There shall be no deduction from, nor interruption of, the pay from the District because of such absence. Jury duty pay shall be deducted from the employee's wage.

4. The leave granted by this section is in addition to all other leaves granted or authorized and the time of the leave granted under this section shall not be

deemed a part of any leave granted or authorized by any other provisions.

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

Section F-Disability Leave of Absence Without Pay

Disabled employees shall be entitled to a leave of absence without pay for a period not to

exceed six (6) months subject to the following provisions:

1. The employee shall apply for such leave, in writing, to the Human Resources-Vice President.
2. The employee shall submit a physician's report including a statement of the illness or injury and whether or not the employee is able to work.
3. The employee shall submit to the Human Resources-Vice President, a physician's statement of release for work before returning to work.

Section G-Make Up

If work is available as determined by the supervisor and if approved by the supervisor, an employee may make up time missed in the same fiscal year (July 1 - June 30).

ARTICLE X

GRIEVANCE PROCEDURE

Section A-Definition

1. A grievance is defined as any difference or dispute regarding the interpretation, application, or enforcement of the terms of this Agreement.
2. When the term:
 - a. Supervisor is used, it will refer to the person defined as the immediate nonbargaining supervisor of the department.
 - b. College President is used, it is to include the College President or any designee upon whom he/she confers authority to act in his/her place.

- c. Employee is used, it includes any member of the bargaining unit.
- d. Union Representation is used, it is to include any Union representative or representatives upon whom the Union President confers authority to act for the Union.

Section B-General Provisions

1. The Union shall have the right to present, process, or appeal a grievance at any

level on behalf of any employee and/or on its own behalf.

2. The employee 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.

Section C-Procedure

Step 1.

Any employee covered by this Agreement within the bargaining unit shall first discuss the

grievance with the immediate supervisor.

Step 2.

a. In the event that the matter is not resolved informally, the grievance, stated in writing, shall be submitted to the immediate nonbargaining unit supervisor within a

reasonable time (not to exceed thirty working days) following the date the grievant

knew or should have known of the act or condition which is the basis for the grievance.

b. Within seven (7) working days after receipt of the grievance, the supervisor shall

communicate his/her decision, in writing, together with supporting reasons.

c. The supervisor shall furnish one copy to the grievant and one copy to the Union

representative.

Step 3.

- a. If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) working days to the College President. The appeal shall be in writing and shall include a copy of the original appeal and the decision at Step 2.
- b. Within seven (7) working days of the filing of the appeal with him/her, the College President shall communicate his/her decision, in writing, together with supporting reasons, to all parties.

Step 4

- a. If the grievance is not resolved satisfactorily, the Union may appeal to arbitration by filing, with the Wisconsin Employment Relations Commission, a petition for arbitration by its staff or a request for a panel of five (5) independent arbitrators. A copy of the filing shall be sent to the Human Resources-Vice President. If a panel is requested, the parties shall select an arbitrator by alternately striking names from the panel. The first strike shall be determined by lot. The Union must exercise its right to appeal to arbitration within thirty (30) working days of receipt of the President's decision at Step 3.
- 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 considered final and binding upon both parties. Any arbitration costs mutually accrued shall be shared equally by the Board and the Union.
- 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 XI

RULES GOVERNING THIS AGREEMENT

Section A-Rules Governing

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 negotiations with the Union.
2. In the event that any provision of this Agreement is, or at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.
3. With regard to matters not covered by this Agreement which are proper subjects of collective bargaining, in that they relate to matters of hours, wages, or conditions of employment, and within its duration period, the Board agrees that it will make no changes in existing policies.
4. The articles in this Agreement supersede and override conflicting items in individual contracts or board policies.

Section B-Duration

1. This Agreement and each of its provisions shall be binding on both parties from July 1, 1999, through June 30, 2002.
2. Negotiations for subsequent Agreements will commence no later than February 1, 2002.
3. Reopener: The parties agree that if the College should institute a shortened calendar, the parties would meet to negotiate the impact of such a change on the PSRP unit.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET UNTO THEIR SIGNATURES AND SEALS THE DAY OF , 2000.

President, Local 3872, AFT, WFT, AFL-CIO Chairperson, Madison Area
Technical College District

Secretary, Local 3872, AFT, WFT, AFL-CIO Secretary, Madison Area Technical
College District

APPENDIX A

MATC PSRP Part-Time Seniority List

Seniority

Date Name Pay Range Job Title

09/10/68 Frost, William 03-06 Library Aide I

10/14/81 Burr, Kathleen 03-10 Fiscal Support Worker II

05/06/82 Yanke, Joyce 03-07 Clerical Support Worker II

07/22/85 Millard, Joan 03-16 Graphics Designer/Illustrator I

08/12/85 Nimm, Sandy 04-08 Custodial Worker II

09/09/85 Saucerman, Nena 03-13 Instructional Media Asst II

09/27/85 Schuett, Yvonne 03-06 Library Aide I

09/22/86 Reid, Michael 04-07 Custodial Worker I

05/06/87 Bentheimer, Mark 03-15 Instructional Support Worker III

07/01/88 Hofmann, Donna 03-20 Regional Campus Coordinator

07/05/88 Thostenson, Janice 03-20 Regional Campus Coordinator

10/10/88 Mahoney, Kathleen 03-10 Educational Support Worker I

01/09/89 Henry, Gail 03-20 Regional Campus Coordinator

10/30/89 Seibt, Richard 03-18 Television Production Specialist

02/26/90 Lynch, Brenda 03-13 Instructional Support Worker I

03/26/90 Endl, Carol 03-11 Administrative Clerk II

08/21/90 Brinkmann, Eric 03-14 Instructional Support Worker II

08/27/90 Lischka, David 04-07 Custodial Worker I

09/04/90 Marty, Cathleen 03-12 Educational Support Worker III

09/18/90 Seamans, Melvin 03-16 Educational Support Specialist III

10/29/90 Lucey, Carmen 03-12 Lab Teaching Assistant III
12/17/90 Xiong, Beu 03-13 Educational Support Worker IV
07/24/91 Sawyer, Thomas 03-16 Instructional Assistant I
07/29/91 Sieg, Sarah 03-14 Educational Support Specialist I
08/19/91 Kotur, Susan 03-04 Laboratory Aide II
01/06/92 Zana, Betty 03-12 Educational Support Worker III
08/17/92 Schuman, Christine 03-14 Instructional Support Worker II
10/14/92 Browning, Donna 03-03 Cashier II
10/26/92 Considine, Laurie 03-06 Library Aide I
09/21/93 McHugh, Linda 03-03 Cashier II
09/22/93 Schultz, Susan 03-03 Food Prep Worker
11/15/93 Breister, Patricia 03-15 Instructional Support Wrkr II
01/10/94 Whittaker, Louise 03-16 Instructional Assistant I
08/29/94 Nichols, Eugene 03-03 Food Prep Worker
09/26/94 Beale, Richard 03-07 Laboratory Aide V
12/05/94 Struebing, Kent 03-13 Machine Repair Technician
12/12/94 Breunig, Patricia 03-15 Instructional Support Wrkr III
02/01/95 Stelse, Gary 04-07 Custodial Worker I
02/02/95 Grzes, Diane 03-12 Educational Support Worker III
02/02/95 Ross, Franklin 03-20 Bus & Industry Training Liaison
03/01/95 Baal, Dennis 03-00 Food Service Worker
03/14/95 Schumacher, Carol 03-10 Administrative Clerk I
05/15/95 Warren, Noreen 03-16 Laboratory Technician
07/03/95 Benish, Janell 03-13 Administrative Clerk IV
09/24/95 Taylor, Kathryn 03-12 Music Librarian
10/09/95 Ace, Jolene 03-03 Cashier II
10/23/95 Harris, Patricia 03-02 Clerk I
07/16/96 Schmidt, Joanna 03-10 Administrative Clerk I
09/03/96 Herzog, Nancy 03-14 Instructional Support Worker II
09/04/96 Reigle, Kenneth 03-16 Electronics Technician

11/11/96 Hill, Mina 03-04 Clerk III

12/09/96 Moran, Janice 03-03 Food Prep Worker

12/16/96 McVicar, Richard 03-16 Instructional Assistant I

12/17/96 Foley, Colleen 03-14 Educational Support Specialist I

01/06/97 Goff, Livia 03-14 Instructional Support Worker II

01/02/97

Kohlhoff,

Carolyn

03-16

Technical

Support

Specialist

01/14/97 Lauritzen, Don 03-09 Fitness Center Assistant

04/07/97 Kelley, Moira 03-14 Educational Support Specialist I

06/02/97

Kretschmann,

Karen

03-20

Business

&

Industry

Training

Liaison

07/28/97

Connell,

John

03-11

Laboratory

Teaching

Assistant

II

08/25/97

Kalan,

Judy

03-15

Instructional

Support

Worker

III

10/06/97

Marconnet,

Donna

03-14

Instructional

Support

Worker

II

11/10/97 Schroeder, Valerie 03-03 Cashier II

04/20/98

Plomedahl,

Judith

03-09

Clerical

Support

Worker

IV

04/29/98

Klingbeil,

Kathleen

03-14

Educational

Support

Specialist

I

05/11/98

Mitchell,

Mahlon

03-07

Laboratory

Aide

V

06/08/98

Bietz,

Tracey

03-14

Educational

Support

Specialist

I

06/26/98

Henderson,

Stephen

03-18

Computer

Center

Coordinator

08/17/98 Francke, Nancy 03-13 Instructional Support Worker I

09/08/98 Bazur-Leidy, Elizabeth 03-18 Instructional Assistant III

10/22/98

Brinkmann,

Craig
03-08
Laboratory
Aide
VI

10/26/98
Sparkman,
Catrina
03-10

Educational
Support
Worker
I

10/28/98
Walker,
Holly

03-16
Instructional
Assistant
I

11/04/98
Merrill,
Christine

03-06
Library
Aide

I
11/16/98
Goodale-Hansen,
Cynthia

03-13

Library

Technician

IV

12/14/98 Hein, Daniel 03-13 Instructional Support Worker I

02/01/99 Leonard-Rock, Pearl 03-14 Educational Support Specialist I

02/01/99

Willson,

Carol

03-08

Clerical

Support

Worker

III

03/09/99

Kwapil,

Jennifer

03-14

Educational

Support

Specialist

I

03/23/99

Hildebrandt,

Dirk

03-13

Library

Technician

IV

07/19/99

Johnson,

Marie

02-08

Custodial

Worker

II

(Job

Share)

08/16/99

Helminski,

Susan

03-13

Instructional

Support

Worker

I

08/18/99

Hoffmann,

AnnaMarie

03-17

Student

Life

Health

Program

Coordinator

08/31/99

Strohmenger,

Rachel

03-16

Instructional

Assistant

I

09/30/99

Schrive,

Harley

03-03

Cashier

II

10/04/99 Glodowski, Brian 03-03 Cashier II

11/01/99

Werhane,

Teresa

03-17

Instructional

Assistant

II

11/01/99

Hill,

Anita

03-00

Food

Service

Worker

11/01/99

Franks,

Dennis

03-00

Food

Service

Worker

11/08/99

Fleming,

Boyd

03-00

Food

Service

Worker

11/17/99

Harris,

Roxana

03-07

Laboratory

Aide

V

12/13/99

Brattlie,

Denise

03-09

Fitness

Center

Assistant

01/05/00

Balcom,

Patricia

03-06

Child

Care

Worker

01/10/00

Bryan,

Robert
03-12
Educational
Support
Worker
III
01/12/00

Nguyen,
Lanh
03-10
Educational
Support
Worker
I

01/13/00
Schroeder,
Milagros
03-12
Educational
Support
Worker
III

January 2000

APPENDIX B

Part-Time PSRP Salary Schedules

July 1, 1997 - June 30, 1998

Group 03 / Range 00 7.48 File Clerk I

Food Service Worker

Music Equipment Worker

Group 03 / Range 01 9.52 Stage Worker I

Food Service Worker II

Group 03 / Range 02 9.92 Cashier I

Clerk I

Page

Stageworker II

Group 03 / Range 03 10.31 Cashier II

Clerk II

Laboratory Aide I

Stage Technician

Food Prep Worker

Group 03 / Range 04 11.32 Clerk III

Laboratory Aide II

Cashier III

Group 03 / Range 05 11.62 Clerk IV

Receptionist

Cashier IV

Group 03 / Range 06 11.92 Child Care Worker

Clerical Support Worker I

Library Aide I

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 07 12.26 Info. Booth/Switchboard Operator

Clerical Support Worker II

Fiscal Clerk IV

Laboratory Aide V

Auto Parts Clerk

Bookstore Clerk

Group 03 / Range 08 12.56 Clerical Support Worker III

Laboratory Aide VI

Group 03 / Range 09 12.99 Clerical Support Worker IV

Fiscal Support Worker I

Food Service Technician

Fitness Center Assistant

Service Center Clerk

Group 03 / Range 10 13.37 Administrative Clerk I

Child Care and Development Specialist

Educational Support Worker I

Financial Aid Assistant I

Laboratory Teaching Assistant I

Library Technician I

Fiscal Support Worker II

Group 03 / Range 11 13.88 Administrative Clerk II

Laboratory Teaching Assistant II

Library Technician II

Fiscal Support Worker III

Group 03 / Range 12 14.26 Accounting Clerk I

Administrative Clerk III

Educational Support Worker III

Instructional Media Assistant I

Laboratory Teaching Assistant III

Library Technician III

Program Evaluation Assistant

Music Librarian

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 13 14.77 Administrative Clerk IV

Auto Parts Store Manager
Instructional Support Worker I
Library Technician IV
Educational Support Worker IV
Instructional Media Assistant II
Information Center Coordinator
Group 03 / Range 14 15.20 Accounting Clerk III
Administrative Assistant I
Duplicating Center Operator I
Educational Support Specialist I Instructional Support Worker II
Instructional Media Assistant III
Mail Room Lead Worker
Group 03 / Range 15 15.63 Assistant Storekeeper/Truck Driver
Administrative Assistant II
Educational Support Specialist II
Fixed Assets Management Clerk
Instructional Support Worker III
Library Services Specialist
Duplicating Center Operator II
Public Information Specialist
Group 03 / Range 16 16.03 Accounting Technician I
Administrative Assistant III
Educational Support Specialist III
Hazardous Materials Technician
Instructional Assistant I
Laboratory Technician
Sign Language Interpreter
Electronics Technician
Instructional Media Specialist
Graphics Designer/Illustrator I

Technical Support Specialist

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 17 16.57 Instructional Assistant II

Library Lead Worker

Purchasing Agent

Research Assistant

Student Activities Specialist

Student Publications Coordinator

Publications Specialist

Graphics Designer/Illustrator II

Group 03 / Range 18 17.03 Administrative Coordinator

Instructional Assistant III

Programmer/Analyst

Computer Center Coordinator

Educational Support Specialist V

Television Production Specialist

Multimedia Specialist

Group 03 / Range 19 17.69 JTPA Coordinator

Alcohol & Drug Abuse Prevention Spec.

Instructional Assistant IV

Microcomputer Specialist

Resource Development Coordinator

Group 03 / Range 20 18.47 Instructional Media Technician

Business & Industry Training Liaison

Instructional Assistant V

Financial Aid Specialist

Theater Manager

Regional Campus Coordinator

Promotions Coordinator

College Nurse

Group 03 / Range 21 19.22 Senior Network Specialist

Analyst/Programmer

HVAC Technician

Group 03 / Range 22 20.05 Grants Development Specialist

Senior Analyst/Programmer

Safety/Hazardous Materials Manager

Electrician

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 23 20.95 Accountant I

Project Leader

Technical Support Specialist

Group 03 / Range 24 21.92 Information Systems Supervisor I

Group 03 / Range 25 23.01 Senior Project Leader

Senior Technical Support Specialist

Group 03 / Range 26 24.10

Group 04 / Range 01 10.89

Group 04 / Range 02 11.18 Custodial Assistant II

Group 04 / Range 03 11.46 Custodial Assistant III

Group 04 / Range 04 11.70 Custodial Assistant IV

Group 04 / Range 05 12.02 Custodial Assistant V

Group 04 / Range 06 12.31

Group 04 / Range 07 12.76 Custodial Worker I

Group 04 / Range 08 13.12 Custodial Worker II

Maintenance Mechanic

Group 04 / Range 09 13.60 Custodial Worker III

Groundskeeper

Group 04 / Range 10 13.97 Facilities Maintenance Technician

Regional Campus Custodial Lead Worker

Group 04 / Range 11 14.45 Custodial Lead Worker

Custodial/Maintenance Worker

Group 04 / Range 12 14.86 Building Custodian I

Group 04 / Range 13 15.26 Machine Repair Technician

Group 04 / Range 14 15.67

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 04 / Range 15 16.05 Maintenance Mechanic I

Group 04 / Range 16 16.53 Maintenance Mechanic II

Group 04 / Range 17 16.96 Maintenance Mechanic III

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

APPENDIX C

Part-Time PSRP Salary Schedules

July 1, 1998 - June 30, 1999

Group 03 / Range 00 7.73 File Clerk I

Food Service Worker

Music Equipment Worker

Group 03 / Range 01 9.83 Stage Worker I

Food Service Worker II

Group 03 / Range 02 10.25 Cashier I

Clerk I

Page

Stageworker II

Group 03 / Range 03 10.64 Cashier II

Clerk II
Laboratory Aide I
Stage Technician
Food Prep Worker
Group 03 / Range 04 11.69 Clerk III
Laboratory Aide II
Cashier III
Group 03 / Range 05 12.00 Clerk IV
Receptionist
Cashier IV
Group 03 / Range 06 12.31 Child Care Worker
Clerical Support Worker I
Library Aide I

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 07 12.66 Info. Booth/Switchboard Operator
Clerical Support Worker II
Fiscal Clerk IV
Laboratory Aide V
Auto Parts Clerk
Bookstore Clerk
Group 03 / Range 08 12.97 Clerical Support Worker III
Laboratory Aide VI
Group 03 / Range 09 13.41 Clerical Support Worker IV
Fiscal Support Worker I
Food Service Technician
Fitness Center Assistant
Service Center Clerk

Group 03 / Range 10 13.80 Administrative Clerk I

Child Care and Development Specialist

Educational Support Worker I

Financial Aid Assistant I

Laboratory Teaching Assistant I

Library Technician I

Fiscal Support Worker II

Group 03 / Range 11 14.33 Administrative Clerk II

Laboratory Teaching Assistant II

Library Technician II

Fiscal Support Worker III

Group 03 / Range 12 14.73 Accounting Clerk I

Administrative Clerk III

Educational Support Worker III

Instructional Media Assistant I

Laboratory Teaching Assistant III

Library Technician III

Program Evaluation Assistant

Music Librarian

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 13 15.25 Administrative Clerk IV

Auto Parts Store Manager

Instructional Support Worker I

Library Technician IV

Educational Support Worker IV

Instructional Media Assistant II

Information Center Coordinator

Group 03 / Range 14 15.70 Accounting Clerk III

Administrative Assistant I
Duplicating Center Operator I
Educational Support Specialist I Instructional Support Worker II
Instructional Media Assistant III
Mail Room Lead Worker
Group 03 / Range 15 16.13 Assistant Storekeeper/Truck Driver
Administrative Assistant II
Educational Support Specialist II
Fixed Assets Management Clerk
Instructional Support Worker III
Library Services Specialist
Duplicating Center Operator II
Public Information Specialist
Group 03 / Range 16 16.55 Accounting Technician I
Administrative Assistant III
Educational Support Specialist III
Hazardous Materials Technician
Instructional Assistant I
Laboratory Technician
Sign Language Interpreter
Electronics Technician
Instructional Media Specialist
Graphics Designer/Illustrator I
Technical Support Specialist
See contract language on longevity and Addendum/Reclassification
implementation for salary
placement.
Group 03 / Range 17 17.11 Instructional Assistant II
Library Lead Worker
Purchasing Agent

Research Assistant
Student Activities Specialist
Student Publications Coordinator
Publications Specialist
Graphics Designer/Illustrator II
Group 03 / Range 18 17.58 Administrative Coordinator
Instructional Assistant III
Programmer/Analyst
Computer Center Coordinator
Educational Support Specialist V
Television Production Specialist
Multimedia Specialist
Group 03 / Range 19 18.26 JTPA Coordinator
Alcohol & Drug Abuse Prevention Spec.
Instructional Assistant IV
Microcomputer Specialist
Resource Development Coordinator
Group 03 / Range 20 19.07 Instructional Media Technician
Business & Industry Training Liaison
Instructional Assistant V
Financial Aid Specialist
Theater Manager
Regional Campus Coordinator
Promotions Coordinator
Group 03 / Range 21 19.84 Senior Network Specialist
Analyst/Programmer
HVAC Technician
Group 03 / Range 22 20.70 Grants Development Specialist
Senior Analyst/Programmer
Safety/Hazardous Materials Manager

Electrician

See contract language on longevity and Addendum/Reclassification implementation for salary placement.

Group 03 / Range 23 21.63 Accountant I

Project Leader

Technical Support Specialist

Group 03 / Range 24 22.63 Information Systems Supervisor I

Group 03 / Range 25 23.76 Senior Project Leader

Senior Technical Support Specialist

Group 03 / Range 26 24.88

Group 04 / Range 01 11.25

Group 04 / Range 02 11.54 Custodial Assistant II

Group 04 / Range 03 11.83 Custodial Assistant III

Group 04 / Range 04 12.08 Custodial Assistant IV

Group 04 / Range 05 12.42 Custodial Assistant V

Group 04 / Range 06 12.71

Group 04 / Range 07 13.17 Custodial Worker I

Group 04 / Range 08 13.55 Custodial Worker II

Maintenance Mechanic

Group 04 / Range 09 13.05 Custodial Worker III

Groundskeeper

Group 04 / Range 10 14.42 Facilities Maintenance Technician

Regional Campus Custodial Lead Worker

Group 04 / Range 11 14.92 Custodial Lead Worker

Custodial/Maintenance Worker

Group 04 / Range 12 15.34 Building Custodian I

Group 04 / Range 13 15.76 Machine Repair Technician

Group 04 / Range 14 16.18

See contract language on longevity and Addendum/Reclassification

implementation for salary
placement.

Group 04 / Range 15 16.57 Maintenance Mechanic I

Group 04 / Range 16 17.07 Maintenance Mechanic II

Group 04 / Range 17 17.52 Maintenance Mechanic III

See contract language on longevity and Addendum-Reclassification
implementation for salary

placement.

ADDENDUM 1

MEMORANDUM OF UNDERSTANDING

Condensed Calendar Recitals

WHEREAS, Madison Area Technical College Faculty Union, Local 243, WFT,
AFT, AFL-CIO, and

the Board of the Madison Area Technical College District ("The Board") have
entered into a side

letter as concerns the implementation of a condensed school calendar as a trial
for the

1996-97, 1997-98 and 1998-99 school years, and

WHEREAS, Madison Area Technical College PSRP Union, Local 3872, WFT,
AFT, AFL-CIO ("The

Union"), and the Board cannot determine at this time whether implementation of
the

condensed calendar will negatively impact on the wages of Local 3872
bargaining unit

members, and

WHEREAS, the Union and the Board agree that implementation of the
condensed calendar

was not intended to impact negatively upon the wages of the Local 3872
bargaining unit

members, and

WHEREAS, the Union and the Board have reached certain understandings consistent with this

intent that they now wish to reduce to writing in this Memorandum.

NOW THEREFORE, the Board and the Union do hereby agree:

1. The implementation of the condensed calendar shall not negatively impact on the wages of members of the Local 3872 bargaining unit.
2. If the implementation of the condensed calendar will negatively impact the wages of a member of the Local 3872 bargaining unit, representatives of the parties agree to meet, discuss, and resolve such negative impact consistent with Paragraph 1 hereof.
3. Unresolved issues under Paragraph 2 above shall be referred to the PSRP Union-Management Committee for resolution consistent with Paragraph 1 above.
4. This Memorandum shall be effective from July 1, 1996, through June 30, 1999.

Dated at Madison, Wisconsin, this ____ day of November, 1997.

FOR THE BOARD: FOR THE UNION:

Date _____

Date _____

ADDENDUM 1

MEMORANDUM OF UNDERSTANDING

Reclassification

1. Definition

Reclassification is a process for evaluating PSRP positions for placement on the salary schedule.

2. Eligibility

a. Who is eligible to apply for reclassification of a PSRP position?

(1) New and vacant positions

All new and vacant positions must be through the

Reclassification Committee for classification or be assigned to a

position that has been classified through the current process.

The supervisor shall decide which process will be followed.

(2) Incumbent

Only a paraprofessional and school related personnel (PSRP) member can apply for reclassification of their position.

b. Under what conditions

The PSRP incumbent may apply for reclassification on an annual basis when there has been a significant and/or permanent change in the job responsibilities, or when the current job description does not accurately reflect the duties and responsibilities of the PSRP member for a period of at least three (3) months immediately preceding the request.

c. How to apply

The paraprofessional and school related personnel (PSRP) position description questionnaire for reclassification and employee reclassification manual may be obtained from the Human Resources Department by any staff member throughout the year. The manual should include the deadlines and timeline for submittal.

3. Appeal

a. If the PSRP member, the immediate non-bargaining unit supervisor, or the division/department supervisor does not agree with the decision of the PSRP Job Reclassification Committee, the PSRP member, the immediate non-bargaining unit supervisor, or the division/department supervisor may submit a written appeal to the President/CEO or designee within twenty (20) working days stating the factors that are being appealed, supported by reason(s) for the appeal. The internal appeal reviewer will consider input from the appellant, the reclass committee, and the supervisor. The President/CEO or designee will then respond within ten (10) working days, unless an extension has been mutually agreed upon.

b. If the PSRP member, the immediate non-bargaining unit supervisor, or

the division/department supervisor does not agree with the decision of the President/CEO or designee, an appeal can be made by the PSRP member, the immediate non-bargaining unit supervisor, or the department/division supervisor within ten (10) working days to an outside party which has been mutually agreed upon by Union and Management. An external appeal reviewer will consider input from the appellant, the reclass committee, the supervisor, as well as any results of the determination in step 1. The resulting decision and award of an outside party shall be final and binding by both parties. Any arbitration costs will be shared equally by both the Board and the Union.

4. Implementation

a. Adjustments to employees' wages will go into effect on July 1 following the reclassification.

An employee reclassified to a higher salary range shall be placed in the new range, in his/her same longevity row, according to the following procedure:

(1) When the employee's current exact biweekly salary amount does not appear in the appropriate longevity row of the new range, the salary shall be the next highest biweekly salary amount.

(2) When the employee's current exact biweekly salary amount does appear in the appropriate longevity row of the new range, the salary shall be 2% above the employee's current biweekly salary amount. This results in the employee being placed short of the next highest salary schedule amount or mid-step.

b. All reclassified employees (including mid-step employees) shall move to the next column (step) of the appropriate longevity row on July 1 or his/her next scheduled raise date whichever occurs first. Thereafter, such employees will move to succeeding columns (steps) at twelve (12) month intervals.

c. Any employee whose classification is reduced and whose pay rate falls within the new lower classification will continue to receive increases in compensation where allowable within the range for the new lower classification until reaching the maximum for such classification. An employee whose classification is reduced and whose compensation is above the maximum allowable for the new lower classification shall be "red circled" and shall receive one-half (1/2) of negotiated wage increases until such time as the maximum of the new lower range catches up to the rate of pay being paid to the employee. One-half (1/2) of negotiated wage increases, means one-half (1/2) of the salary increase based on employee's current salary and any longevity increases during the "red circling" period will be one-half (1/2) of the increase based on the employee's new classification range.

d. New or vacant positions will be placed in the appropriate range and pay schedule according to the classification of the position.

5. Reclassification Committee

a. Make up of Committee

The membership of the committee consists of equal representation from the PSRP bargaining unit and administrative/administrative support. The committee shall not review and evaluate any positions unless a quorum is present. A quorum consists of eight members (four from the PSRP bargaining unit and four from administrative/administrative support).

b. Role of the Committee

It is the responsibility of the reclassification committee to make sure an orderly process exists for obtaining the information needed to evaluate PSRP positions. The PSRP Reclassification Committee will review and evaluate requests for reclassification from persons in the PSRP bargaining

unit. The committee will determine correct placement of new and vacant positions. This process should be clearly documented yet flexible enough to deal with individual or unforeseen circumstances.

c. Authority of the Committee

The committee has the authority to review timeframes, amount of time for oral interviews, guidelines on who can score, general information in the manual and questionnaire, defining or clarifying what factors mean. The committee does not have the authority to change eligibility of who can apply, factors, values or weights, inclusion of an oral interview, implementation, appeals or the completion to coincide with budgeting. The committee will submit a report on reclassification for the negotiating team through Human Resources, which should include any requests, suggestions, or concerns the committee has that negotiations should review.

6. Role of the Human Resources Department

The role of the Human Resources department is to: offer staff support; collect and review forms (including, but not limited to, education, experience, supervision, security concerns, and working conditions); schedule the Reclassification Committee meetings; notify employee of scheduling; assign recommended titles and write job descriptions based on the classification results of the Reclassification Committee and the Paraprofessional & School Related Personnel (PSRP) Position Description Questionnaire for Reclassification; send out notification of results; coordinate the appeal process (both internal and external); keep official records of the entire reclassification process; maintain and distribute forms, records, and instructions to PSRP members upon request; serve as consultant(s) to the Reclassification Committee.

7. Role of the Supervisor

The supervisor is responsible for reviewing the Paraprofessional & School Related

Personnel (PSRP) Position Description Questionnaire for Reclassification and completing pages 30 through 32 within the timeline established; participating with the PSRP employee in the oral interview; and participating in any appeal proceeding

of which they are a part.

Note: Any party proposing a change to this Addendum in the future will not be prejudiced by

having agreed to this language in the past.

ADDENDUM 2

MEMORANDUM OF UNDERSTANDING

Job Evaluation

It is hereby agreed by and between the Madison Area Technical College District Board and

the Madison Area Technical College PSRP Union, Local 3872, WFT, AFL-CIO, that certain

issues continue to need to be addressed in regard to the reclassification system and

process. Therefore, the parties agree to use a consultant to aid in identifying options in

regard to the following reclassification issues, including but not limited to:

1. Number of pay ranges and pay range reductions.
2. Job classifications and potential groupings.
3. Standardized job descriptions and job specifications.
4. Gate keeping issue.
5. Determination of appropriate education and experience.
6. Who can request a job evaluation and evaluation of vacancies and new positions.

7. Questionnaire process and evaluation instrument.

8. Implementation.

The consultant shall be jointly selected by the parties and paid for by the College.

The role

of the consultant shall be to assist a small working group from the College and the Union in

developing options in regard to the above stated issues. Any agreed upon options shall be

subject to ratification by the Union and the College. It is the intent of the parties to implement any agreed upon options not later than July 1, 2000.

Dated at Madison, Wisconsin, this ____ day of _____, 2000.

FOR THE COLLEGE: FOR THE UNION:

Date_____

Date_____

ADDENDUM 3

Bargaining Notes

TRANSFER - When the most senior candidate is not offered a posted transfer position,

the Human Resources Department will notify the supervisor to schedule the meeting

referred to at Article IV, Section I.7.d. (at page 8). When the most senior candidate is not

offered a posted transfer position, the Human Resources department will notify the

applicant, the Union, and the supervisor to set a meeting. If the applicant does not wish to

participate in this meeting, the meeting will be held with the supervisor and the Union to

discuss the reasons why the most senior candidate was not selected (1995, meeting 8, page 3).

JOB SHARE - When creating new job shares, Human Resources should notify new job share hires about the status change to part time when the job share ends (1995, meeting 13, page 3).

- Human Resources will maintain a list of job shares per paragraph two under Job Share Side Letter in meeting 13, page 3 (1995, meeting 14, page 1, rewritten 1997, meeting 2, page 6).

- The group agreed that persons promoted to a job share before July 1, 1995, would have bumping rights at his/her new range and all layoff rights under Part A of the contract (1995, meeting 14, page 4).

EDUCATIONAL OPPORTUNITIES - Management will notify staff who will be completing their probation that they are eligible to receive educational benefits (1995, meeting 14, page 6).

SECTION 125, LIFE INSURANCE - If the new payroll system has the capability of providing for the calculations needed for putting life insurance on Section 125 and it is feasible, it will be done to coincide with a new year of the Section 125 plan (1995, meeting 18, page 3).

PART-TIME, LTE AND CASUAL DATA COLLECTION - The Union-Management Committee will further review the data available and ways to gather the information needed to review usage of casual and part-time employees which may include requesting managers to

collect data for

a period of time (1995, meeting 18, page 3, revised 1997, meeting 3, page 1).

COSTING - The parties maintain their respective positions on costing (1/10/96, 8/4/97).

ON-CALL - Will not be implemented during term of agreement (1/10/96, 7/23/97).

EAP-CONFIDENTIALITY - 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 (1997, meeting 4, page 6).

WORK SCHEDULES: Side Letter Language - In regard to item 2.a. 1.a.:

1. It was understood and agreed that if a change in the work schedule is not established and communicated to the employees in the affected department by June 1 of each year, work schedules except for b. and c. Below will remain as status quo.

In regard to item 2.b. 1.b.:

1. It is not the intent of the College to make changes to established work schedules every four (4) weeks. It is their hope to have schedules set under 1.a. and maintain them as much as possible.

2. It is understood and agreed that the use of "qualified" in this clause does not preclude more than one (1) classification to be considered for the work schedule.

3. It is understood and agreed that the supervisor of the affected department has the right to determine what the hours of the vacancy will be. This clause will not preclude opportunities for adjusting work schedules within the affected department

prior to the vacant hours being posted.

General understanding of intent:

1. Items 2.b. 1b. and 2.c. 1c. are management initiated. Item 2.d. 1d. is employee initiated.

2. It is the desire to keep documentation of activities under this clause for future

evaluation of the language (4/3/96, 8/27/97).

BUILDING CLOSING - The District's buildings will be closed on the following:

1. Labor Day weekend including Monday
2. Memorial Day weekend including Monday
3. Easter weekend including Good Friday
4. Thanksgiving Day, the following Friday, Saturday and Sunday
5. Martin Luther King Jr's Birthday
6. December 24 and December 25
7. New Years Eve and New Years Day
8. Independence Day

There is also some confusion as to the definition of "closed" vs. "no classes scheduled." The building may remain open for other reasons even though no classes are scheduled, i.e., outside rentals, seminars, or administrative staff working. For purposes of this document, closed means the doors will be secured, the alarm system activated, and unless otherwise authorized by the Vice President-Administration or designee, persons not normally scheduled to work will not be allowed in the buildings.

Closing dates will be updated annually. (1997, meeting 6, page 2)

SICK LEAVE ABSENTEEISM - Legitimate use of sick leave is recognized by both management and union. While it is agreed that better identification and monitoring is needed to curb excessive absenteeism, it is also agreed that exemplary attendance needs to be recognized.

To better identify the usage of sick leave, the following guidelines were developed and will

be implemented:

1. Each department will cooperate in a development of a plan for recognition of exemplary attendance as approved by the PSRP Union-Management Committee.

2. The Human Resource Department will train supervisors on how to deal with absenteeism, how to recognize possible AODA problems, and will encourage utilization of the Employee Assistance Program.

3. The union will educate members as to the advantages of accumulating sick days.

4. Employee absenteeism could be considered at-risk if seven (7) or more sick days

are used yearly for two (2) consecutive years or a pattern of reoccurring absenteeism has been noticed, i.e., Monday/Friday use, 1-day a month, etc.

Non-bargaining unit supervisors shall use discretion when identifying employees at-risk and shall only so identify an employee after a consideration of the circumstances of that particular employee's use of sick leave. The immediate Non-bargaining unit supervisor will discuss the matter with the employee and notify

the union president or designee; intervention and union counseling will be done (first agreed to in February 1992, agreed to as bargaining note 7/15/97, meeting 9,

Attachment E).

UNION STEWARDS - Stewards are a service to Union members as they may act as liaisons between the Union and its'

members, share information, and investigate Step 1 grievances if they are comfortable in

doing so. It is agreed that when stewards are investigating a Step 1 contractual complaint, it

should be so identified up front to the supervisor. While most unit employees rely on

stewards as representatives at appropriate meetings with management they however, ultimately may choose who represents them (1997, meeting 12, Attachment A). Managers who desire meetings with union representatives to discuss issues should contact the Union President or 2nd Vice President, Grievance Officer for assistance in the identification of the appropriate representative to address the specific issue (1997, meeting 10, Attachment H).

LAYOFF/RECALL

1. Recall rights, where applicable, supersede transfer and promotion rights.
2. The definition of similar job skills pertains to skills contained within a job that is typically found two (2) ranges above or below the employee's current range (1997, meeting 12, Attachment I).

E-MAIL

1. 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.
2. The parties will work together to develop a procedure that will allow an individual to have the ability to permanently erase e-mail messages (1997, meeting 12, Attachment E).

DENTAL INSURANCE - 100% payment for preventative work beginning January 1, 1998 (9/17/97, meeting 13, page 1).

PART A

Contract Provisions

Pertaining to
FULL-TIME Employees

(working 20 or more hours per week)

PART B

Contract Provisions
Pertaining to
PART-TIME Employees

(working 10 to less than 20 hours per week)

PART C

Addendum Provisions
Pertaining to
FULL-TIME Employees

(working 20 or more hours per week)

&

PART-TIME Employees

(working 10 to less than 20 hours per week)

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