

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**MADISON AREA  
TECHNICAL COLLEGE**



**MADISON  
AREA | TECHNICAL  
COLLEGE**

**And**

**MADISON AREA TECHNICAL COLLEGE  
PART-TIME TEACHERS' UNION  
Local 6100, AFT, AFT-Wisconsin, AFL-CIO**



***July 1, 2007, through June 30, 2009***  
***July 1, 2009, through June 30, 2012***

Campus closing information is available on the MATC website

[www.matcmadison.edu](http://www.matcmadison.edu)

or by calling the hotline:

(608) 246-6606

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## **PREAMBLE**

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

### **ARTICLE I — Board Responsibility**

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

### **ARTICLE II — Recognition and Scope**

#### **Section A – Recognition**

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

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

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

or

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

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

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

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

## **Section B – Implementation**

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

- a. Such information is not reasonably available to the Union.
- ~~b. Such information is not privileged or otherwise exempt from disclosure.~~
- eb. The Union's request is made in writing to Human Resources.

2. The Union and the Board agree that the Union, through its President, shall select such teacher representatives for any committee, established by the Board and/or the College President, calling for teacher representation. In the event the Union President fails (within 20 school days of receipt of written notice) to select such teacher representative, the College President will make such appointment.

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

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

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

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

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

## **Section C – Employee and Professional Facilities**

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

request. ~~Any unused lockers after the start of the second week of class shall be made available to part time faculty who request them. No more than two lockers per faculty member will be provided.~~

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

3. Whenever possible, and when resources permit, clerical assistance supporting the instructional process will be provided for teachers. Teachers who teach at MATC owned properties shall have access to a computer, printer and photo-copier when they are teaching (effective July 1, 2010).

#### **Section D – Use of Facilities**

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

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

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

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

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

#### **Section E – Union-Management Committee**

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

The purpose of such meetings shall be to:

- a. Discuss issues relating to the implementation and/or administration of the Agreement;

- b. Disseminate general information of interest to the parties;
- c. Give the parties the opportunity to meet and confer on subjects of interest to the District and employees, including, but not limited to, facilities, accommodations, and supportive services.

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

2. It is agreed that no additional compensation shall be requested or required and that the parties voluntarily enter into this process for the mutual benefits that will result there from.
3. The Committee Chair shall be rotated between the Union and Management every six (6) months.

#### **Section F – Management Rights**

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

1. To direct all operations of the District;
2. To hire, promote, transfer, schedule and assign employees in positions within the District;
3. To suspend, demote, discharge and take other disciplinary action against employees;
4. To relieve employees from their duties;
5. To maintain efficiency of District operations;
6. To take whatever action is necessary to comply with State or Federal law;
7. To introduce new or improved methods or facilities;
8. To change existing methods or facilities;
9. To determine the kinds and amounts of services to be performed as pertains to District operations; and the number and kind of classifications to perform such services;
10. To determine the methods, means and personnel by which District operations are to be conducted;



11. To take whatever action is necessary to carry out the functions of the District in situations of emergency;
12. To contract out for goods and services;
13. To create, revise and eliminate positions;
- ~~14. To establish work rules and schedules of work;~~
- 14 15. To determine the educational policies of the District.
- ~~16. 15.~~ To establish and require observance of reasonable work rules and schedules of work;
- ~~17.16.~~ To select employees, establish quality standards and evaluate employee performance.

### **ARTICLE III — Fair Practices**

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 defend, hold harmless, and indemnify bargaining unit members from any and all demands, claims, suits, actions, and legal proceedings brought against bargaining unit members as individuals or as agents of the Board so long as they are related to the good faith performance of duty.
3. Neither the union nor any of its officers, agents, members or College employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this agreement.
4. The College and the Union recognize that the bargaining unit members may want to accept assignments of work outside of the bargaining unit.

The College shall develop a process to facilitate such assignments where approved by the relevant supervisors and Human Resources, and provided the total hours worked in any given week will not cause the employee to become eligible for overtime compensation.

## **ARTICLE IV — Dues Deduction, Agency Fee and Seniority**

### **Section A – Dues Deduction**

1. The Board shall deduct an amount certified by the Union as the Union dues from each paycheck of each teacher who has provided the Board with written authorization therefor.
2. Such authorization for deduction of dues shall continue in force and effect until the teacher submits a written revocation of such authorization to the Board and the Union within the required window period, but not less than thirty (30) calendar days prior to the effective date of such written revocation.
3. Changes in the dues amounts to be deducted shall be certified to the College by the Union treasurer at least thirty (30) calendar days before the start of the pay period the new deduction schedule is to be effective.
4. The amounts so deducted shall be promptly remitted directly to the Union. Union dues shall be electronically transferred to the Union at no cost to the Union.
5. The Union agrees that it will indemnify and save harmless the College, the Board, each Board member, and all administrative personnel against any and all claims, demands, costs of defense, suits or other forms of liability, and all court or administrative costs that may arise out of or by any action taken for the purpose of complying with this Article provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the College, at its own cost, from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing.

### **Section B – Agency Fee Agreement**

1. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws.
2. The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate amount of the cost of collective bargaining and contract administration that is allowed by law and that is certified by the Union as the agency fee amount.
3. The Board agrees to deduct the amount of money, certified by the Union as the agency fee amount, from the earnings of employees affected by this Agreement. The amounts so deducted shall be promptly remitted directly to the Union. Union dues shall be electronically transferred to the Union at no cost to the Union.
4. The Union agrees to certify to the College only such agency fees as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the College of any change in the amount of such agency fee

at least thirty (30) calendar days prior to the implementation of such change.

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

6. The Union agrees that it will indemnify and save harmless the College, the Board, each Board member, and all administrative personnel against any and all claims, demands, costs of defense, suits or other forms of liability, and all court or administrative costs that may arise out of or by any action taken for the purpose of complying with this Article provided that the defense of any such claims, demands, suits or other forms of liability shall be provided by and be under the control of the Union and its attorneys.

### **Section C – Seniority**

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

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

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

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

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

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

4. A list shall be maintained by Human Resources showing the seniority of each teacher of the District. ~~Such list shall be made available to the Union.~~ A copy of the list shall be provided to the union president each calendar year on or about April 15, August 15 and October 15.

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

6. This provision shall apply only to teachers who are retired from another Wisconsin Retirement System (WRS) covered employer and who are receiving WRS contributions at MATC.

Teachers who are employed by another WRS-covered employer (the “primary employer”) and who seek to retire from such primary employment, must terminate employment with MATC for (a) at least thirty (30) days after the termination date with the primary employer, (b) thirty (30) days after the date the employee files a WRS application or (c) thirty (30) days after the effective date of the annuity whichever is later.

Employees who wish to return to MATC employment thereafter shall notify the Human Resources office in writing of their desire to so return. Human Resources shall advise the immediate supervisor of the availability of the teacher for the assignment. These individuals shall be give preference over probationary employees. Teachers who are reemployed by the College within six months following their retirement shall have their seniority restored to the level it was prior to retirement.

## **ARTICLE V — Grievance Procedure**

### **Section A – Definition**

1. The grievance procedure shall be the means by which teachers’ complaints are heard and settled including those based upon the

interpretation and application of the contract by the Board and the administration.

2. Whenever the term:

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

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

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

### **Section B – General Provisions**

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

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

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

4. A written grievance shall be submitted on a mutually agreeable form and shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took

place, the specific section(s) of the Agreement alleged to have been violated, the signature of the grievant or Union representative and the date.

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

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

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

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

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

### **Section C – Procedure**

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

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

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

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

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

*Step 2* – If the grievance is not resolved satisfactorily, the aggrieved teacher and/or the Union may appeal to the appropriate College Vice President. The appeal shall be in writing and shall include a copy of the original complaint stating the nature of the

grievance, the remedy desired and the decision at Step 1. The Director of Human Resources shall specify the appropriate College Vice President to hear the grievance.

a. The teacher and/or the Union, within ten (10) school days, shall have the right to be heard by the appropriate College Vice President and shall be given adequate notice. The ten (10) school day limit in this provision is an accumulative limit and includes the time for the Director of Human Resources to specify the appropriate College Vice President and the setting of the hearing by the appropriate Vice President.

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

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

### Step 3 – Arbitration

a. Time Limits: If a satisfactory settlement is not reached in Step 2, the Union must notify the Director of Human Resources within twenty (20) working days of the date of the ~~Step 3~~ Step 2 answer that they intend to process the grievance to arbitration.

b. Selection of Arbitrator: The Employer and the Union shall endeavor to select a mutually agreeable person to serve as the Arbitrator. In the event the parties cannot agree within ten (10) working days following appeal of the grievance to arbitration, then the Employer and the Union shall request the Wisconsin Employment Relations Commission to submit a list of five (5) impartial arbitrators. The Employer and the Union shall then alternately strike from the list. The first strike shall be by lot. The remaining arbitrator shall then be notified of the appointment as Arbitrator.

c. Arbitration Hearing: The Arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to hear testimony relating to the grievance. Upon completion of this hearing, the Arbitrator shall render a written decision which shall be final and binding upon both parties.

d. Costs: When the grievance is denied by the arbitrator, the costs and expenses of the arbitration proceedings, including fees and expenses of the arbitrator and transcript costs, if any, shall be paid by the Union. When the grievance is sustained by the arbitrator, the costs and expenses of the arbitration proceedings, including fees and expenses of the arbitrator and transcript costs, if any, shall be paid by the College. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Any dispute concerning this paragraph shall be submitted to the arbitrator for resolution.

e. Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation and application of the contract provision allegedly breached. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement.

## **ARTICLE VI — Working Conditions**

### **Section A – Probation**

1. Probation ends at the conclusion of the semester in which all other conditions are met. 600 level courses are not counted toward meeting the probationary requirements.

2. Employees initially hired after January 1, 1998, shall be on probation until the following conditions are met:

a. Total hours worked equal 110, and

b. The teacher has worked in at least 6 semesters (fall, spring, or summer).

3. Employees who worked between January 1, 1993, and January 1, 1998, and continue employment after January 1, 1998, shall be on probation until the following conditions are met:

a. Total hours worked equal 110, with no more than 72 hours being prior to January 1, 1998, and

b. A minimum of 6 semesters (fall, spring, or summer), with no more than 4 semesters being prior to January 1, 1998.

4. Employees who worked between January 1, 1993, and January 1, 1998 and continue employment after January 1, 1998, shall serve no probation if the following conditions are met:

a. Total hours worked is 150 hours or greater, and

b. The teacher has worked in at least 8 semesters (fall, spring, or summer) prior to January 1, 1998.

5. Employees shall be informed of their probationary status at the time of appointment, and at any other time, upon request.

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

7. Teachers newly hired after August 1, 2008 and thereafter to teach courses with a duration of eight or more weeks will be evaluated one time for each three semesters they teach during the probationary period. The supervisor shall discuss the

evaluation with the employee and the employee shall receive a copy of the evaluation. Nothing herein shall preclude the employer from conducting an evaluation on a more frequent basis.

### **Section B – Discipline**

1. Probationary teachers may be discharged or denied reappointment without cause and without recourse to Article V (Grievance Procedure).
2. Except as provided in 1. above, a teacher will not be disciplined, suspended or discharged without cause.
  - a. The teacher and the Union shall receive notification in writing stating the reasons for the action.
  - b. The teacher shall have the right to grieve any such discipline, suspension or discharge pursuant to the timelines and provisions of Article V (Grievance Procedure).
3. A teacher will not be denied reappointment to a class which the teacher has taught for disciplinary reasons without cause.

### **Section C – Work Year**

1. Employees may be scheduled to teach at any time throughout the year without regard to the official school calendar based on the needs of the College.
2. Up to ten (10) bargaining unit members who are selected as delegates to the AFT-Wisconsin Convention shall be released, with pay, for any hours the teacher is scheduled to teach on the two days of the convention. Such teachers shall meet with their supervisors to make advanced arrangements.
3. Holiday/Convocation Day Pay.
  - a. Part-time teachers shall not suffer a loss in pay if a holiday falls on a day a teacher would ordinarily be scheduled to teach. Ordinarily scheduled to teach, meaning, but for the holiday, the class would have been scheduled for that particular day, does not apply to a teacher with a class that is scheduled for six (6) or less days in a semester. The holidays are: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Saturday after Thanksgiving Day, Martin Luther King Jr.'s Birthday, Friday proceeding Easter Sunday, Independence Day (the day the building is closed), Memorial Day.
  - b. Effective May 1, 2006 part-time teachers shall not suffer a loss in pay if the building is closed on a Saturday or Sunday prior to or after one of the above named holidays and the teacher would ordinarily be scheduled to teach on that Saturday or Sunday.



- c. (1) Part-time teachers who are teaching in the current semester but are not scheduled to teach on Convocation Day shall be provided *payment at the meeting rate of pay (Type B) for the number of hours that they attend Convocation.*
- (2) Part-time teachers who are scheduled to teach on the day of the Convocation and attend Convocation Day for at least the number of hours that they are scheduled to teach on that day will not suffer a loss in pay.
- (3) If the Part-time teachers' scheduled teaching hours exceed the Convocation hours, a teacher who attends the entire Convocation will not suffer a loss in pay.
- (4) After 7/1/08, the following will apply for those compensated under the Part-time Faculty Formula Based Pay model, Appendix A5. Part-time teachers who are teaching in the current semester shall be provided payment at the meeting rate of pay (Type B) for the number of hours they attend Convocation. Lunch on Convocation Day may be included as paid time, provided that the total number of reported hours shall not exceed seven (7).
- (5) The parties have agreed that the increased payment rates for Convocation Day will not be retroactive.

**Section D – Additional Professional Work**

1. Bargaining unit members who accept assignments of additional professional (non-teaching) work shall be compensated at the rates of (definition of the three rates are in Appendix C B)

	7/1/2007*	1/1/2008 (+5.5%)	7/1/2008 (+1.75%)	1/1/2009 (+6.5%)
Type A (outcome based)	\$ 31.42	\$ 33.15	\$ 33.73	\$ 35.92
Type B (meeting attendance)	\$ 26.67	\$ 28.14	\$ 28.63	\$ 30.49
Type C (setup)	\$ 21.93	\$ 23.14	\$ 23.54	\$ 25.07

\*This is the same rate as 7/1/06.

2. All additional professional work assignments will be authorized. Any such assignments shall be voluntary on the part of the teacher and shall be documented in writing.

3. Each teacher shall be paid at the appropriate hourly meeting rate of compensation for attending formal grade dispute and student disciplinary hearings, and for attending regularly scheduled center meetings or other meetings. Other meetings will be paid with prior approval of the supervisor or area budget manager. Participation on the LSQIP (Learning Systems Quality Improvement Process) Review Teams will continue under Type A hourly rate.

4. Both the College and the Union are in agreement that it is important to the mission of the institution to include part-time faculty in College meetings.

5. Attendance at all other meetings, unless otherwise specified in the invitation, will be on a volunteer, non-paid basis.

6. Each teacher shall be paid a stipend for participation on college committees according to the following schedule upon approval of the appropriate Vice-President:

- a. \$250 per semester for minor committees
- b. \$500 per semester for major committees

Committee Definitions:

Minor:

- a. Five or fewer meetings during the semester
- b. Committee roles are informational or community building in nature (Type B Professional Activity: Appendix C B)

Major

- a. More than five meetings during a semester
- b. Committee members are involved in producing a product or a specific outcome (Type A Professional Activity: Appendix C B). Subcommittee work may be included.

7. Substitute Teaching

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

~~b. Substitutes shall be paid appropriately according to Article IX Section A~~ Substitute teaching shall be voluntary.

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

~~e. d.~~ d. It is the obligation of the teacher to notify his/her supervisor that a substitute will be needed for his/her class. A minimum of 10 school days advance notice is required for planned absences. It is the supervisor's responsibility to obtain a substitute to cover the class in the event that it is necessary.

e. Substitute teachers shall be paid at the hourly rate of \$48.26 per hour.

f. Teachers will be advised during Orientation as to the procedure to follow to indicate interest in serving as substitute teachers. The Centers will communicate these procedures to the existing faculty.

g. A long-term substitute teacher is a teacher who substitutes for the same teacher in the same class for 25% or more of the assigned hours of the course. A long-term substitute teacher shall be paid at the hourly rate of \$53.09 per hour.

h. In the case of a Learning Center assignment (examples are the Writing Center, Math/Engineering Tutor Center, CPAAC Learning Center), the long-term substitute rate applies after the substitute teacher works 25% or more of the assigned hours.

i. Teachers who believe they are entitled to the long-term substitute rate shall notify their supervisor.

8. The parties have agreed that the increased payment rates for Additional Professional Work will not be retroactive.

9. Part-time teachers shall serve on AQIP teams where faculty participation is needed to satisfy the objectives of the project.

10. A Part Time Faculty representative from the program area will be invited by the Center Dean or designee to attend the Program Advisory Committee meetings for the program area.

#### **Section E – Teacher Evaluation**

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

2. The supervisor shall provide the evaluated teacher with specific feedback about job performance. The evaluation shall include actual classroom observation where delivery allows direct observation. It shall document any performance issues and identify a plan to correct the deficiencies. The evaluation shall gather input from the supervisor, students and the faculty member. Faculty self-assessment is on a voluntary basis. Performance factors will include: teaching effectiveness, subject area expertise, classroom management, learning outcomes assessment, as well as interactions with fellow teachers, students, supervisor, and other MATC staff members.

3. The performance of all non-probationary teachers assigned to courses with a duration of eight weeks or more will be evaluated at least once each six semesters they teach for the college.

4. Non-probationary teachers whose performance contains significant performance issue(s) shall be evaluated one or more times every semester. These evaluations shall clearly state whether or not the teacher is making improvement. If performance issues are not resolved by the third evaluation, the teacher may be discharged and/or not reappointed subject to the limitations expressed in Article VI B.2.

5. A non-probationary teacher assigned to courses with a duration of eight weeks or less is assumed to have successfully taught the class(es) unless the teacher has been notified of specific weaknesses or deficiencies within thirty (30) calendar days of the last day of instruction.

6. Classroom observations under paragraph 2 shall be performed by supervisory or management employees only. A copy of the report prepared following a classroom observation shall be provided to the observed teacher. Forms used for classroom observations shall be developed by the college in collaboration with the union.

7. Information relevant to the performance factors that is used in the evaluation process shall be documented in writing and shared with the teacher in a timely manner. The instructor shall have the opportunity to respond to any such information.

### **Section F – Teacher Files**

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

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

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

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

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

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

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

8. Grievances filed by any teacher, under this Agreement, shall neither be made a part of his/her personnel file, nor be used or mentioned in any recommendation for job placement on behalf of the teacher.

## Section G – Supervisor

A part-time teacher shall have only one supervisor, for each class assignment, to report to and that is an internal College supervisor. Contracts made with outside agencies which use the services of bargaining employees need to contain language noting the existence and force of the parties' collective bargaining agreement.

## Section H – Support Services

It is the obligation of the supervisor to notify each part-time teacher of the location and availability of support materials and services.

## Section I -- Teaching Assignments:

*Note: This section does not apply to ~~Continuing Education-Vocational Education Aid Codes 40-49 and 38.14 contracting and 38.24 professional development. This section shall first apply to Aid Codes 40-49 effective August 15, 2010.~~*

(The Educational Services Manual (ESM) is the official document for standards and procedures in developing and maintaining courses, programs and program curricula for use by the technical colleges.)

1. Non-probationary faculty currently teaching within an academic term will be offered a teaching assignment for which they are certified and qualified within the same Center or instructional unit and location before probationary faculty. For the purposes of this provision, Dane County, Jefferson County, Sauk and Columbia County, and On-line shall constitute locations.
2. All current part-time faculty teaching within an academic term will notify their supervisor(s) in writing of their desire and of their availability to teach in the subsequent term by the eighth week of the current term or when requested.
3. It is the responsibility of the College to ensure that E every reasonable effort will be is made, regardless of how the schedule is developed or work assignments are made, to offer non-probationary faculty a teaching load in a particular term (e.g., fall, spring or summer) equivalent to that teacher's average load over the same term in the two previous school years.
4. The college agrees that it will not withdraw work assignments made to a part-time faculty teacher for arbitrary or capricious reasons. Upon request the reason for such withdrawal shall be provided to the teacher and the union.
5. The target institutional percentage for the use of part-time faculty members in credit course sections shall not be less than 25 percent of all credit course sections taught at the college. The target percentage applies to all Centers in the college and to the Summer Session.
6. Part-time faculty who have concerns with their assignments shall bring those concerns to the attention of the Dean or Campus Manager.
7. The Center Dean or designee will provide a designated representative of the union with a read only copy of the tentative teaching schedule for each of the Academic

Centers and will, upon request, hold a meeting with the designated representative prior to finalization of the schedule. (It is understood that the schedule is fluid and subject to change). The tentative schedule will be provided to the union representative at the same time it is made available to the managers working within the Center.

### **Section J: On-line, Hybrid and ITV Technologies**

1. To promote a high quality of instruction and excellence in student learning, on-line, hybrid and ITV classes will meet all general norms of academic quality as demonstrated through assessment of student learning and faculty performance. Faculty will possess appropriate academic credentials.
2. On-line, hybrid and ITV courses will be governed by the negotiated agreement in the same way as traditional classes ~~unless otherwise specified~~.
3. The number of students in on-line, hybrid and ITV courses is expected to be the same as the face-to-face version.
4. The course syllabus will identify how and when student/faculty interaction will occur.
5. Faculty who teach in an on-line, hybrid or ITV environment must possess the required delivery skills prior to teaching such courses. To achieve this, the college will provide training for teaching on-line, hybrid or ITV courses.
6. Faculty members are eligible for a stipend of \$250 per ~~six-month period term~~ (spring, summer, fall). The stipend only applies when the faculty member is teaching one or more on-line, hybrid courses or ITV.
7. If a software program is being taught via ITV, hybrid or Online or is necessary to teach via ITV, hybrid or Online, the Part-time teacher will be provided with a loaner computer containing the necessary software.

### **Section K: Supervisor Course Assignments - Effective July 1, 2008**

1. An administrator shall not teach more than one course in any semester (two courses in any given academic year total). Teaching A assignments ~~can~~ will be made only by the Learning Center that has the responsibility for assignments, with the approval of the Vice President for Learner Success or designee administrator's supervisor.

If, after reasonable efforts, qualified part-time faculty are not available to teach a course, and exception to these limitations may be approved by the Vice President for Learner Success or designee, provided notice is given to the union.

### **Section L: Calculating a Teaching Schedule.**

1. Determining Learning Facilitation Workload for each term: Fall, Spring and Summer for college credit level courses.

The formula for determining teaching assignments shall be 3.65 percent (3.65%)

for each class period (contact hours per week) and one-half percent (0.5%) assigned for prep for each unduplicated credit (prorated where appropriate), and one-tenth percent (0.1%) for each student (prorated where appropriate). Open lab shall be three percent (3%) for each class period and no additional percentage for preparation or for the number of students. The student count will be based on the average number of students in the particular class in the previous two semesters (excluding summer) taught as reported to the State WTCS Board. For new classes, the student count will be determined by the College based upon class capacity.

For example, the workload for an instructor who teaches a 3 credit course that has 3 contact hours per week as follows:

3.65% multiplied by 3 contact hours = 10.95%.

Next, the unduplicated credit factor is 0.5% multiplied by 3 credits = 1.5% and is included because this is the only instance in this term the course is taught by this instructor.

The course has a student enrollment of 20 (average of the last two semesters, excluding summer). The student count is 0.1% multiplied by 20 = 2%.

The total workload is  $10.95\% + 1.5\% + 2\% = 14.45\%$ .

If the same instructor teaches a second section of the same course in the same term, the calculation would not include the unduplicated credit factor.

The load for the second course would be  $10.95\% + 2\% = 12.95\%$ .

The total for that term would be 27.40%.

To calculate an instructor's workload per class, add together the results from 1, 2, and 3.

1. 3.65% x Contact hours per week
2. 0.5% x Number of Credits (See note 1 below)
3. 0.1% x Student Enrollment (Average enrollment over each of the past 2 semesters)

Note 1: The assignment for prep (0.5% for each unduplicated credit) is given only for the first section of a course taught in a given term. The prep per credit is considered "duplicated" (thus, not counted) when multiple sections of the course are taught by the faculty member in that term.

Note 2: If the number of weeks is less than the typical semester (as determined by the practice within each Learning Center and/or program), divide the total contact hours for the course by the number of weeks in the typical semester (as determined by the practice within each Learning center and/or program) to arrive at contact hours per week.

2. Determining Learning Facilitation Workload for each term: Fall, Spring and Summer for non-credit level courses.

- a. 400 level (ACE: Adult Continuing Education) and CPAAC (College Preparedness and Academic Advancement Center: formerly ALD: Alternative Learning Division) Courses: To determine the percentage, divide the number of contact hours per week by 26.
  - b. Contract Instruction (38.14 and others): To determine the percentage, divide the number of contact hours per week by 35.
3. Determine the total assignment for the instructor by adding the percentages of all current assignments.
  4. Determine the remaining time available by subtracting the total percentage determined in Step 3 from 50%.

**Section M – Hiring Process**

1. All part-time teachers shall be interviewed by supervisory or management personnel, in accordance with College hiring procedures.
2. The hiring procedures should be designed to foster a workforce of high-quality, certifiable and diverse part-time faculty.
3. When part-time faculty members are involved in an interview process, they will be compensated at the Type B additional professional work rate.

**ARTICLE VII — Safety and Health**

**Section A – Purpose**

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

**Section B – Implementation**

1. The Board and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make school a safe and sanitary environment. The Board and the Union shall appoint a joint Safety Committee. The Union President shall have the right to appoint one member of the bargaining unit to the existing District Joint Safety Committee.
2. Where the Board requires that a teacher wear safety shoes, safety glasses, protective helmets, ear plugs, or other safety equipment, the Board shall furnish and the teacher shall use same.
3. Employees shall have the right to use District health/fitness facilities at staff rates.



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

### **Section C – Workers Compensation**

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

### **Section D – Disruptive Students/Complaints**

1. Teachers shall have the right to direct that a student be temporarily removed from a class for disruptive behavior. The temporary removal is for that class meeting only. The Dean or designee shall be notified in writing of all temporary removals. Teachers shall notify the appropriate administrator in writing when they believe that a student should be dropped or suspended from class for a longer period of time. Upon receipt of the notice, the matter shall be scheduled for a hearing before the Judicial Review Board. The teacher shall be allowed to attend the Judicial Review Board hearing and to make a presentation. The student may be temporarily suspended pending the conclusion of the hearing or until the teacher agrees to permit the student to return to class, whichever occurs first. Students whose disruptive behavior involves a threat or an assault to a teacher or a student, or whose disruptive behavior involves a weapon shall be suspended pending conclusion of the hearing.

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

- a. An administrator receives a written complaint concerning a teacher, or
- b. An administrator receives a verbal complaint that the administrator believes requires follow up. Every effort shall be made to resolve complaints informally. If a complaint cannot be resolved informally after a reasonable period of time, the teacher shall be informed of the process which will be employed to resolve the complaint. All complaints shall be treated as confidential.

3. The teacher shall be invited to any meeting or conference which is held for the purpose of assessing student action or behavior in which the teacher is involved.

### **Section E: Fitness for Duty Examinations**

The Board shall contract with a qualified clinic or panel of approved health care providers to pay all costs of required fitness for duty examinations. The College shall have a basis for requiring such an examination. The Teacher will be told in advance why the examination is being required. The exam can only be for a single issue.

The employee is entitled, at the employee's costs, to seek a second opinion. If that opinion conflicts with the first opinion, the Union and the College shall share the cost of a third opinion provided by a mutually agreeable health care provider. The results of any required fitness exam shall not be grounds for discipline.

## **ARTICLE VIII — Absences and Leaves**

### **Section A – Absences**

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

### **Section B – Sick Leave**

An occasional or infrequent need to be absent from a scheduled class period shall be handled in the following way:

1. Teacher shall notify the supervisor or Center designees of the absence and how the outcomes for the missed class will be achieved.

a. If a substitute teacher is required, MATC will pay the substitute teacher, and sick leave or other leave must be used by the teacher.

b. If no substitute teacher is required and no additional expense is incurred, sick leave or other leave is not required to be used by the teacher.

c. If the class requires make-up due to accreditation or other rule, there is no additional pay for making up the class.

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

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

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

4. Upon Wisconsin Retirement System retirement an employee, who is at least age 55 and has at least 20 semester credits of seniority, may cash out seventy-five percent (75%) of the employee's accumulated sick leave hours using the employee's current hourly rate of pay. Once this payment is received, individuals who later return to work may earn sick leave but are not eligible for additional retirement payouts.

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 leave.

### **Section C – Inclement Weather/Campus Closings**

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

2. The Board shall have the right to close the school/campus/work site or reduce hours for a period of time. The teacher shall be paid as scheduled. Attempts shall be made by the teacher and coordinated with the immediate supervisor to make up the classroom work on either a formal or informal basis. Make up classes approved in advance by the supervisor shall be paid. The College, on a case-by-case basis, reserves the right to require that the class be made up.

### **Section D – Medical Leave**

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

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

2. The employee shall submit a physician report indicating a statement of the illness or injury and whether or not the employee is able to work.

3. The employee shall submit to the Center Dean or Regional Campus Manager a physician's statement of release for work before returning to work.

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

### **Section E – Job Related Leave**

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

### **Section F – Jury Duty Leave**

1. Employees covered by this Agreement who are called for jury service in any court of the State of Wisconsin or of the United States shall be entitled to leave of absence from their position.
2. The proposed leave shall be brought to the attention of the Supervisor immediately upon notification of such proposed jury service by said employee.
3. There shall be no deduction from, nor interruption of, the pay from the District because of such absence when the jury service conflicts with the regular assignment of the teacher. Jury duty pay (such items as subsistence, travel or other expense allowance paid shall not be included in determining pay received for jury duty) shall be deducted from the employee's wage.
4. For the purpose of determining seniority, pay, or salary advancement, the status of the employee shall be considered as though not interrupted by such attendance.

### **Section G – Military Leave**

1. Employees who are called to active duty, volunteer for active duty or are required to enter upon active training duty or temporary special service shall be granted leave without pay.
2. His/her absence shall not be construed as a break in service for any purpose (including seniority and salary determinations).
3. An employee granted such leave shall retain all benefits unless prohibited by Wisconsin Statutes or by the agency or company involved as if he/she were in regular teaching service until they are supplanted by the military service.
4. For the purpose of determining seniority, or salary advancement, the status of the employee shall be considered as though not interrupted by such leave.

### **Section H – Other Unpaid Leaves**

Application for other unpaid leaves occurring during an assignment shall be made to the appropriate supervisor. Unpaid leaves of absence up to five (5) consecutive days are subject to the approval of the supervisor.

Unpaid leaves beyond five (5) consecutive days are subject to the approval of the Center Dean or Regional Campus Manager.

### **Section I – Reemployment Following Leave**

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

## **ARTICLE IX — Salary**

### **Section A – Wages**

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

Bargaining unit employees are professional employees who are engaged to teach students of the College. The compensation is designed to compensate for teaching, preparation for teaching, and student load.

### **Section B – Extracurricular Activities and Duties**

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

### **Section C – Method of Payment**

1. Teachers shall be paid biweekly.
2. When the date for the regular payment occurs on a holiday or school year recess, salary checks shall be issued on the last school day before the holiday or school year recess.
3. Effective January 1, 2004, all wages shall be paid through direct deposit.
4. MATC shall send out a letter on May 15, September 15, and December 1 to all bargaining unit members informing them of the direct deposit requirement. The letter shall include forms necessary to set up direct deposit.
5. The Board shall provide for voluntary payroll deductions for those teachers who wish to contribute to WAVE and/or one other union approved organization.

### **Section D – Authorized School Business and/or Travel**

1. Any teacher required or authorized by the Board, the College President or other designated supervisor, to represent or conduct school business for the District which requires travel shall be compensated for his/her expenses as follows:
  - a. Transportation
    - (1) Mileage shall be reimbursed at the IRS standard per mile rate.
    - (2) Teachers who accept travel shall carry insurance coverage of at least \$15,000/\$30,000/\$5,000 and a copy which indicates such coverage shall be provided, upon request, to the Vice President-Infrastructure Services.
  - b. All other reasonable expenses incurred such as lodging, meals, registrations, and/or other fees, phone, taxis or other miscellaneous costs shall be paid in accordance with District policy.

2. An electronic travel claim form, maintained by MATC on its website, is to be submitted by all teachers to enter claims for authorized travel expenses for each trip.

3. Mileage shall be paid for any assignments outside of the District. Mileage shall be paid for travel between assignments that are on the same day.

### **Section E – Wisconsin Retirement System**

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

Starting in semester one of year three (July 1, 2011), those employees who participate in the Wisconsin Retirement System (WRS) through MATC shall be responsible for contributing the “employee portion” of their WRS contribution. This contribution shall be directly deducted from the paychecks of the impacted employees. As of the date of this tentative agreement, this contribution equals 5.8% of wages, and is subject to annual revision by the WRS.

The parties agree that a reasonable assessment of the hours necessary to perform the duties of a teacher shall be based on a multiple of the number of hours a teacher is paid for work covered by the collective bargaining agreement. To that end, the parties agree that the College shall report using a multiple of 2.2 hours for each paid hour of teaching. Effective January 1, 2006, the multiplier will be increased to 2.45.

### **Section F – Liability Insurance**

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

### **Section G – Physical Examinations**

1. The Board shall contract with a qualified clinic or panel of approved physicians to pay all costs of required physical examinations for new and continuing staff members. The Board also shall pay the cost of health-related tests/ procedures that are externally required for employment purposes.

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

### **Section H – Tax Sheltered Annuities**

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

Qualified annuities are those approved by the College as referenced in the MATC document titled 403(B) Eligible Companies 1-1-07; or as revised in the future.

### **Section I – Professional Development**

1. Active teachers (teaching in the current semester or in the immediately prior semester) who have completed probation would qualify for tuition reimbursement for up to three MATC credits (or three (3) MATC noncredit courses) per fiscal year. Individuals need to satisfactorily complete the class with a grade of “C” or better or in the case of a noncredit class a grade of “satisfactory.” There will be prior notice to the supervisor so that costs can be budgeted. Tuition will be reimbursed within thirty (30) days following receipt of the eligible grade. Teachers taking advantage of this provision may not “bump” students from available slots. This provision will not apply to MATC courses that are “audited” without prior approval of management. This shall be implemented effective July 1, 2003.

2. The Part-time Faculty shall be provided opportunities for professional development. Part-time Faculty members shall apply for funding for activities not otherwise addressed in this section to a committee based in CETL (Center for Excellence in Teaching and Learning), comprised of three(3) Part-time instructor and two (2) administrators. Decisions to fund these supplemental professional development activities shall be made by this committee. Supplemental Part-time Faculty professional development expenses shall be paid out of a pool funded at a minimum of \$10,000 annually during the term of this contract.

### **Section J: Mentoring**

Each teacher acting as a mentor and each teacher being mentored shall be paid a stipend of \$250. Mentors of part-time teachers shall be only part-time teachers. Being a mentor is a voluntary assignment. In the absence of a volunteer part-time teacher mentor, MATC may elect to use full-time teacher as mentors.

### **Section K : Travel Incentive Pay**

To maintain access to course offerings for students, part-time teachers are eligible for travel incentive pay when a course is enrolled at the minimum threshold and 1) no qualified teachers are available in the local area or 2) the course requires specialized skills, experience, language, or cultural background. This compensation will be in addition to the mileage allowance.

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

**Hourly Rates**

2007-08 = \$16.97

2008-09 = \$17.31

**Section L: Section 125 Accounts**

The Board shall allow for and participate in a Section 125 plan which shall include options for health, life, dental insurance, child care, voluntary supplemental contributions to the Wisconsin Retirement Fund, and other tax-deductible fringe benefits. Each non-probationary part-time teacher can direct their teaching wages into the 125 account tax-free. The individual teacher’s election shall be noticed to the payroll

department prior to the beginning of each semester, along with a copy of the signed assignment letter. One such election can be made each calendar year provided, however, changes during a calendar year shall be allowed which are allowed by Federal Government Regulations or Advisories.

*NOTE: The Parties agree that each party negotiated this language in good faith and that each party exercised due diligence in researching this topic of bargaining, and; that in spite of this diligence it was subsequently discovered that such voluntary contributions were prohibited by the administrative regulations of the Wisconsin Retirement Fund. Therefore, the parties agree that to the extent this contract language referencing “voluntary supplemental contributions to the Wisconsin Retirement Fund” is contrary to public law, it is void. Should such contributions be determined at a later date to be lawful, the contract language will be valid and binding. All other allowable uses of 125 account funds remain available to employees.*

**Section M: Hourly Reporting**

Employees who are teaching courses which are private, federal or state grant funded in part or in whole may be required to report hourly information to MATC.

**Section N – MATC Required Uniforms**

Starting in year two (2010-2011) In the event that MATC shall require that teachers wear uniforms, MATC shall provide two (2) such uniforms free of any cost to said teacher(s) each year.



## **ARTICLE X — Rules Governing this Agreement**

### **Section A – Conformity to Law**

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

### **Section B – Complete Agreement and Changes**

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

### **Section C – Conflict with Handbook**

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

### **Section D – Reopener for Successor Contract**

1. At any time after January 1, ~~2009~~ 2012, and prior to April 1, ~~2009~~ 2012, either party may give written notice of its intention to open negotiations for a new agreement.
2. Negotiations for subsequent agreement shall begin thereafter on mutually agreeable dates and times.

**Section E – Duration**

In accordance with Wisconsin Statute 111.70, this agreement and each of its provisions shall be binding on both parties from July 1, ~~2007~~ 2009, and shall continue in effect through June 30, ~~2009~~ 2012. In witness whereof the following have set unto their signatures and seal this day \_\_\_\_\_.

**Madison Area Technical College**

Frances Huntley-Cooper 10/10/11  
Chairperson, Madison Area Technical College District Board Date

Neil Taylor 10-2-11  
Secretary, Madison Area Technical College District Board Date

**MATC Teachers' Union,  
Local 6100 Negotiating Committee:**

Mike Kent 10/3/11  
Mike Kent, President Local 6100 and Negotiations Chair Person Date

Bob Curry 10/3/11  
Bob Curry, Vice-president Local 6100  
and Negotiations Committee Member, Date

## APPENDIX B1 A1

### Salary Schedules– Regular Rates

Levels*	7/1/2007 (+3.5%)	1/1/2008 (+2%)
0	\$ 42.88	\$ 43.74
1	\$ 44.43	\$ 45.32
2	\$ 45.47	\$ 46.38
3	\$ 46.50	\$ 47.43

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

- \*Level 0 = 0 to 6 semester seniority credits earned
- Level 1 = 7 through 13 semester seniority credits earned
- Level 2 = 14 through 20 semester seniority credits earned
- Level 3 = 21 semesters and beyond

Hourly time reporting required from 7/1/07 through 6/30/08

*Note: The **following** salary categories were established prior to the existence of Local 6100. These categories are being incorporated in the current contract (2004-07) for the first time. The categories are: Specialized Part-Time Bargaining Instructors, Employment under 38.14 Contracts, Payment for Alternate Delivery Methods and Telecommunications (video).*

## APPENDIX B2 A2

### Salary Schedules– Specialized Rates

Specialized part-time Bargaining Instructors Teaching in Post Secondary Courses. These rates apply to DO, MD, OD, JD, DDS, DC and DVM staff teaching courses in which this degree is required.

Levels*	7/1/2007 (+3.5%)	1/1/2008 (+2%)	7/1/2008 (+1.75%)	1/1/2009 (+6.5%)
0	\$ 76.14	\$ 77.66	\$ 79.02	\$ 84.16
1	\$ 77.17	\$ 78.71	\$ 80.09	\$ 85.30
2	\$ 78.20	\$ 79.77	\$ 81.17	\$ 86.45
3	\$ 79.24	\$ 80.82	\$ 82.24	\$ 87.59

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

- \*Level 0 = 0 to 6 semester seniority credits earned
- Level 1 = 7 through 13 semester seniority credits earned
- Level 2 = 14 through 20 semester seniority credits earned
- Level 3 = 21 semesters and beyond

Hourly time reporting required.

## APPENDIX B3 A3

### Employment Under 38.14 and 38.24 Contracts

#### 1. Part-Time Faculty

Levels*	7/1/2007 (+3.5%)	1/1/2008 (+2%)	7/1/2008 (+1.75%)	1/1/2009 (+6.5%)
0	\$ 47.19	\$ 48.13	\$ 48.97	\$ 52.15
1	\$ 48.22	\$ 49.18	\$ 50.04	\$ 53.29
2	\$ 49.26	\$ 50.25	\$ 51.13	\$ 54.45
3	\$ 50.29	\$ 51.30	\$ 52.20	\$ 55.59

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

- \*Level 0 = 0 to 6 semester seniority credits earned
- Level 1 = 7 through 13 semester seniority credits earned
- Level 2 = 14 through 20 semester seniority credits earned
- Level 3 = 21 semesters and beyond

Hourly time reporting required.

#### 2. Full-Time Faculty

Effective July 1, 2006, the method of calculating the rate of pay for a full-time faculty member, who teaches 38.14 contract assignments outside of his/her regular workload, shall be a prorated hourly rate based on his/her Local 243 contract rate.

## APPENDIX B4 A4

### Pay for Alternate Delivery Methods

**1. Interactive Television (ITV)** — The first time a teacher uses ITV as a delivery method, the teacher is paid a rate of one and one-half (1 ½) of the teachers' regular compensation for the ITV course for learning and prep work. For each subsequent course using ITV, the teacher is paid at the regular compensation.

**2. Video Course** — students watch videos for this type of course and then meet five times a semester or every five weeks during a session. Pay is based on a per student basis paid at mid and the end of the semester.

#### Per Student Rate

7/1/2007	1/1/2008	7/1/2008	1/1/2009
(+3.5%)	(+2%)	(+1.75%)	(+6.5%)
\$ 75.45	\$ 76.96	\$ 78.31	\$ 83.40

**3. Internet Course** — Pay at the teacher's regular compensation equivalent to the compensation the course would normally pay using a traditional delivery method. There is no premium pay for a first time internet teacher.

**4. Home Study Course** — Pay at the teacher's regular compensation equivalent to the compensation the course would normally pay using a traditional delivery method.

**5. Accelerated Study Course --** Pay at the teacher's regular compensation equivalent to the compensation the course would normally pay using a traditional delivery method.

**6. Hybrid Course** — Pay at the teacher's regular compensation equivalent to the compensation the course would normally pay using a traditional delivery method.

Hourly time reporting may be required.

## APPENDIX ~~B~~ A5

### Part Time Faculty Formula Based Pay Model

#### INTRODUCTION

As of 7/1/2008, the formula based pay model will begin. The minimum compensation is calculated for each course, including preparation, teaching, and student load. The new formula also recognizes individual factors that contribute to the final pay calculation, including longevity and educational attainment. For definitions and details, see below. In addition to teaching assignments, part-time faculty will receive additional separate compensation for other activities within the college. Examples include attendance at Convocation, participation on committees, mentoring, curriculum development, travel, and others.

Certain courses are excluded from this model:

***Excluded Courses*** are courses that are not paid under this model. Contract courses such as 38.14, 38.24, video courses, Appendix ~~B~~ A2: Specialized Rates courses are excluded courses.

***Partially Excluded Courses*** are courses for which student points are not calculated. ACE (Adult and Continuing Education) courses are partially excluded courses.

#### Definitions:

***Contact Hour:*** the total number of direct instruction hours for a particular course taught in the traditional format. All other factors being equal, contact hours for instructors teaching courses in a non-traditional format (i.e. accelerated course, internet, etc.) are to be the same amount as those teaching courses in a traditional format. Contact hours for individual courses will be uniform throughout the college. Contact hours are determined by the discipline, program, or Academic Center that has responsibility for the curriculum.

***Co-teaching:*** When more than one (1) teacher is assigned to teach the same course collaboratively.

***Co-Teaching Split Factor:*** Each co-teacher's percentage share of responsibility and compensation for the course. The co-teacher's percentage for teaching a course is calculated when the teaching assignment is made and will be included in the Notification of Teaching Assignment (see Bargaining Note #2). The sum of the split factors shall equal 100%.

***Educational step increase:*** Negotiated amount for each educational attainment level: 0, 1, 2. The step increase is 2% over the Bachelor's Degree level for the Master's level and 4% over the Bachelor's Degree level for the Doctorate level. See Educational Attainment Level table below.

**Individual adjustment bonus:** Longevity and educational attainment of an individual faculty member used in calculating total compensation.

**Longevity step increase:** Negotiated amount for each of the four (4) longevity levels: 0, 1, 2, 3. The step increase over level 0 is 2.75% for level 1, 5.5% for level 2, 8.25% for level 3. See the Longevity Level Table below.

**Minimum Class Compensation:** Minimum amount of compensation a teacher may receive for teaching a course based on unit base, prep factor, and the student factor (if applicable). Any individual adjustment bonus is added to this in determining total compensation for teaching a course.

**Prep factor:** compensation for the work necessary to adequately prepare for instruction each time one teaches and throughout the duration of each course. It recognizes the need, and compensation, for faculty to continuously improve the quality of instruction. The Prep Factor is 25%.

**Student factor:** compensation for the additional work required both inside and outside of the classroom as a result of increased students.

- **Course Student Average:** the average enrolled students in the course being instructed over the last two semesters, excluding summer. For courses that have only been taught once in the last two semesters, the one semester enrollment number shall be used. For a new course or a course that hasn't been taught in the last two semesters, the student minimum number (17) shall be used.
- **Student minimum:** negotiated number of 17 students per course.
- **Student points:** one (1) point is added to the student factor in the formula for each student step increment.  $\text{Student Points} = ((\text{Course Student Average} - \text{Student Minimum}) / \text{Student Step})$
- **Student step:** negotiated increment of 6 students. *E.g.* 23 students = 1 Point, 29 students = 2 Points, 35 students = 3 Points, etc.

### **Numerical Definitions**

*Minimum Students* is 17.

*Student Step* is 6.

*Prep Factor* is 25%.

*Initial Unit Base* is 35.

*Longevity Step Increase* is 2.75%.

*Educational Step Increase* is 2.00%.



**Unit Base:** negotiated factor that is the direct instruction portion of the formula.

<b>Date</b>	<b>Negotiated Increase</b>	<b>Unit Base</b>
Initial	-	35.00
7/1/2008	1.75%	35.61
1/1/2009	6.50%	37.93

**Educational Attainment Level**

*Educational Attainment Level* is a numerical representation of an individual’s educational attainment. An individual who has completed a doctorate has an *Educational Attainment Level* of 2. An individual who has completed a master’s degree or who is a master craftsman has an *Educational Attainment Level* of 1. Master Craftsman includes Journeyman Electrician, Journeyman Plumber, Journeyman Operating Engineer, Journeyman Steamfitter, Journeyman Millwright, Journeyman Machinist, Journeyman Tool-and-Die Maker, Journeyman Carpenter, Master Electrician, Master Plumber, HVAC Qualifier, Professional Engineer, Land Surveyor, or Architect. All other individuals have an *Educational Attainment Level* of 0. Proof of degree completion must be on file in Human Resources prior to the beginning of the semester or upon hire.

Effective July 1, 2010, an MFA is equivalent to Doctorate for pay purposes at Level 2.

Effective July 1, 2011, a Master Barber certificate is equivalent to a Master’s Degree for pay purposes at Level 1.

<b>Educational Attainment</b>	<b>Level</b>
Bachelors	0
Masters/Master Craftsman	1
Doctorate	2

**Longevity Level**

*Longevity Level* is based on longevity credits. For a definition of longevity credits, see Article IV, Section C.

<b>Longevity Level</b>	<b>Minimum Credits</b>	<b>Maximum Credits</b>
<b>0</b>	0	6
<b>1</b>	7	13
<b>2</b>	14	20
<b>3</b>	21+	-

## The Three Step Formula

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor*

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase)+(Educational Attainment Level X Educational Step Increase)*

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment Bonus)*

## Example Pay Calculations

A. This is an example pay calculation for a 51 contact hour, 35 average student (3 Student Points), non-partially excluded course taught by a single teacher in fall 2008. The faculty member has a longevity level of 1 and a Master's Degree. The total course compensation for the class is \$2517.85, calculated as follows:

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor*

1. **Minimum Class Compensation** =  $(51 + 3) X \$35.61 X 125\% X 100\% = \$2403.68$

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase)+(Educational Attainment Level X Educational Step Increase)*

2. **Individual Adjustment Bonus** =  $(2.75\%)+(2.00\%) = 4.75\%$

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment Bonus)*

3. **Individual Class Compensation** =  $\$2403.68 X 104.75\% = \$2517.85$

B. This is an example of calculating pay for a 64 contact hour, 25 average student (2 Student Points), non-partially excluded course taught by a single teacher in fall 2008. The faculty member has a longevity level

of 0, and a Bachelor's Degree. The total course compensation for the class is \$2893.31, calculated as follows:

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor*

1. **Minimum Class Compensation** =  $(64 + 1) X \$35.61 X 125\% X 100\% = \$2893.31$

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase)+(Educational Attainment Level X Educational Step Increase)*

2. **Individual Adjustment Bonus** =  $(0\%)+(0\%) = 0\%$

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment Bonus)*

3. **Individual Class Compensation** =  $\$2893.31 X 100\% = \$2893.31$

C. This is an example pay calculation for an 80 contact hour, 12 average student (0 Student Points), non-partially excluded course taught by a single teacher in fall 2008. The faculty member is a Journeyman Carpenter (Masters Level), with a longevity level of 3. The total course compensation for the class is \$3926.00, calculated as follows:

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor*

1. **Minimum Class Compensation** =  $(80 + 0) X \$35.61 X 125\% X 100\%$   
= \$3561.00

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase)+(Educational Attainment Level X Educational Step Increase)*

2. **Individual Adjustment Bonus** =  $(8.25\%)+(2.00\%) = 10.25\%$

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment Bonus)*

3. **Individual Class Compensation** =  $\$3561.00 X 110.25\% = \$3926.00$

D. This is an example pay calculation for a partially excluded (ACE) course with 30 contact hours, 26 students (0 Student Points). The faculty member has a Doctorate, and a longevity level of 2.

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor*

1. **Minimum Class Compensation** =  $(30 + 0) X \$35.61 X 125\% X 100\%$   
= \$1335.38

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase)+(Educational Attainment Level X Educational Step Increase)*

2. **Individual Adjustment Bonus** =  $(5.5\%)+(4.00\%) = 9.5\%$

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment Bonus)*

3. **Individual Class Compensation** =  $\$1335.38 X 109.5\% = \$1462.24$

E. This is an example of calculating pay for an 80 contact hour, 25 average students (1 Student Point), non-partially excluded course co-taught by two teachers. The teacher in this example has 40% responsibility for the course, has a longevity level of 1, and a Master's Degree. The total course compensation for the class is, calculated as follows:

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor*

1. **Minimum Class Compensation** =  $(80 + 1) X \$35.61 X 125\% X 40\% =$   
\$1442.21

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase)+(Educational Attainment Level X Educational Step Increase)*

2. **Individual Adjustment Bonus** =  $(2.75\%)+(2.00\%) = 4.75\%$

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment Bonus)*

3. **Individual Class Compensation** =  $\$1442.21 \times 104.75\% = \$1510.71$

F. This is an example of calculating pay for a 80 contact hour, 6 average student (0 Student Points), clinical practice course taught by a single teacher in fall 2008. The faculty member has a longevity level of 0, and a Master's Degree. The total course compensation for the class is \$3632.33, calculated as follows:

1. **Minimum Class Compensation** = *(Contact Hours + Student Points) X Unit Base X (100% = Prep Factor) X Co-teaching Split Factor*

1. **Minimum Class Compensation** =  $(80 + 0) \times \$35.61 \times 125\% \times 100\% = \$3,561.00$

2. **Individual Adjustment Bonus** = *(Longevity Level X Longevity Step Increase) + (Educational Attainment Level X Educational Step Increase)*

2. **Individual Adjustment Bonus** =  $(0\%) + (2\%) = 2\%$

3. **Individual Class Compensation** = *Minimum Class Compensation X (100% + Individual Adjustment bonus)*

3. **Individual Class Compensation** =  $\$3561.00 \times 102\% = \$3632.22$

*Note: Anyone teaching after July 1, 2008, who taught the same course or a comparable one (same number of contact hours per week) between January 1, 2008 and June 30, 2008, shall receive at least a 1.75% increase over the total compensation for the course. Anyone teaching after July 1, 2008, who taught the same course or a comparable one (same number of contact hours per week) between July 1, 2007, and December 31, 2007, shall receive at least a 3.75% increase over the total compensation for the course.*

#### Salary Dispute Mechanism

The salary for any individual in a comparable course in 2008-09 shall be at least equal to that paid in 2007-08. In the event an individual believes they are being paid less in 2008-09, they shall bring the matter to the attention of their Local 6100 union steward. The local shall investigate the matter. In the event the union believes that the individual is being paid less in 2008-09, it shall present the matter to the Director of Human Resources to resolve the matter. In the event resolution is not satisfactory, the issue is presented to the salary umpire.

MATC and Local 6100 have selected Howard Bellman as the independent salary umpire. Should Mr. Bellman not be available, the parties will mutually agree on an alternate umpire. The parties shall share the cost of the umpire 50-50. The cases shall be presented to the umpire on the fifteenth of each month, and the umpire shall either issue a bench verbal decision on the day of hearing or a written decision by the thirtieth of the month in which the case was presented. This umpire process is in lieu of going through the grievance procedure.

Individuals paid more in 2007-08 shall have their salary grandfathered at that rate until the future salary system pays them more.

## NARRATIVE CALCULATION

Please see Definitions above for details.

### Step 1 - Calculating Minimum Class Compensation

**Minimum Class Compensation** = (Contact Hours + Student Points) X Unit Base X (100% + Prep Factor) X Co-Teaching Split Factor

To calculate Minimum Class Compensation, add Student Points to Contact Hours and multiply this by Unit Base. To this, Prep Factor is multiplied. Finally, multiply this by the Co-Teaching Split Factor. Instructors will make at least this amount.

### Calculating Student Points

**Student Points** = (Course Student Average – Student Minimum) / Student Step

Fractional Student Points are not granted. Partially Excluded Courses do not get student points.

Student Step = increments of 6 students

### Calculating Co-Teaching Split Factor

When instructors co-teach, they must each be assigned a Co-Teaching Split Factor. This factor represents that instructor's share of teaching the course. When a course is co-taught, the sum of all instructors' Co-Teaching Split Factors is to equal exactly 100%. If instructors are not co-teaching, they have a Co-Teaching Split Factor of 100%.

### Step 2 - Calculating Individual Adjustment Bonus

**Individual Adjustment Bonus** = (Longevity Level X Longevity Step Increase) + (Educational Attainment Level X Educational Step Increase)

Individual Adjustment Bonus is a percentage representation of the portion of class compensation that differs by individual. Take the product of Longevity Level and Longevity Step Increase and add to it the product of Educational Attainment Level and Educational Step Increase.

### Step 3 - Calculating Individual Class Compensation

**Individual Class Compensation** = Minimum Class Compensation X (100% + Individual Adjustment Bonus)

Add Individual Adjustment Bonus to Minimum Class Compensation. This is final amount that an individual instructor will receive for teaching a particular course.

It is understood by the Union and MATC that the following formula factors were negotiated:

Initial Unit Base  
Prep Factor  
Minimum Students  
Student Step  
Students per Point  
Longevity Step  
Longevity Levels  
Educational Step  
Educational Levels

## **APPENDIX € B**

### **Additional Professional Work Guidelines**

#### **1. Criteria for Determination**

- a. It is unlikely and unnecessary that a given case meets every criterion. It is sufficient for the example to meet the preponderance of criteria.
- b. Determination will be by the collective bargaining agreement with this appendix and utilizing the chart provided in this appendix.
- c. In the event of a dispute concerning the appropriate category of pay, the Union President or designee and Human Resources or designee will attempt to determine the category of pay. If agreement is not reached, management will determine and implement the category of pay subject to the Union's right to grieve that determination.

#### **2. Characteristics of Type A Professional Activity**

- a. Leadership
  - i. Lead teacher
  - ii. Committee chair
  - iii. Giving presentation
  - iv. Facilitating a session
- b. Producing a product
  - i. Writing a report
  - ii. Designing a plan
  - iii. Developing curriculum
  - iv. Producing knowledge
  - v. Consulting and reporting out
- c. Work is creative
  - i. Producing a work product
  - ii. Doing research
  - iii. Synthesizing materials provided by others
- d. Accountability
  - i. Identifiable outcome
  - ii. Others rely on you
- d. Style
  - i. Proactive
  - ii. Leading
  - iii. Creative
  - iv. Accountable

### **3. Characteristics of Type B Professional Activity**

- a. Informational
  - i. Receiving information
  - ii. Providing information
  - iii. Being consulted
  - iv. Brainstorming
  - v. Filling out surveys
- b. Community building
  - i. Participating in meetings
  - ii. Going to in-service
  - iii. Goal is to promote a sense of belonging
  - iv. Goal is to promote communications
- c. Style
  - i. Optional
  - ii. Reactive
  - iii. A participant (not a leader)

### **4. Characteristics of Type C Professional Activity**

- a. Lab
  - i. Setup
  - ii. Repair
- b. Cleaning
- c. Unpacking or moving of equipment



<b>Outcome Based Type A</b>	<b>Meeting Attendance Type B</b>	<b>Set-up Type C</b>
Curriculum development	Department meetings	Equipment maintenance
Research	In-service	Moving equipment
Lead teacher	Promotes feeling of connection	Unpacking & equipment setup
Identifiable outcome	A resource for others: -asked for opinions -consulted -providing information	
Accountability	Shaping ideas	
Operational activity	Goal: communication	
Leadership: lead teacher; committee chair; giving presentations	Professional development	
Producing knowledge	Receiving knowledge	
Proactive	Reactive	
Committee leadership	Committee membership	
Required activity outside of paid hours	No significant activity outside paid hours	No activity outside of paid hours
Materials production	Materials consumption	
Long term	Short term	Short term
Participation is desirable	Participation is useful /helpful, not essential.	Optional
Active involvement		
Creative, innovative		
Taking the results of consultation and turning it into policy/procedure /action	Participates in brainstorming	
There is a work product		
Leadership in professional activity	Participant in professional activity	Lowest level of professional activity

## **APPENDIX D C**

### **Wellness Committee**

If a Committee is established by the College to study and promote wellness and includes Local 243 and/or Local 3872, Local 6100 shall be allowed to participate. Participation on the Committee (one 6100 Union representative) shall be paid at the meeting pay rate.

## **APPENDIX E D**

### **Downtown Parking Reimbursement Policy**

~~Madison Area Technical College (“College”) and Madison Area Technical College Teachers’ Union, Local 243, AFT Wisconsin, AFL-CIO (“Local 243”), Madison Area Technical College PSRP Union, Local 3872, AFT Wisconsin, AFL-CIO (“Local 3872”) and MATC Part-Time Teacher’s Union, Local 6100, AFT-Wisconsin, AFL-CIO (“Local 6100”) as representatives of College employees in the referenced bargaining units (hereinafter “employees”)~~ hereby agree as follows:

1. ~~Employees who are required to perform work at the Downtown Education Center (DTEC), which is located at 211 N. Carroll Street in Madison, and who are unable to secure parking in the College owned parking area, may submit a claim for reimbursement for actual expenses incurred (up to the hourly rate in the municipal lot adjacent to DTEC and not to exceed 9 hours per day) and paid. Only employees who have DTEC as their primary work site shall be permitted to park in the College owned parking area between 6:00 a.m. and 3:00 p.m. Monday through Friday.~~
2. ~~Claims shall be submitted on the expense reimbursement form and will be processed the same as other expenses. Receipts are required for reimbursement. Reimbursement will be charged to the DTEC parking budget.~~

## BARGAINING NOTES

#1 – A. The parties acknowledge that the following language relating to part time work loads is contained within the Local 243 collective bargaining agreement: Changes in the full-time workload as a result of implementation of the new workload formula shall not negatively impact on the number of hours that a part-time faculty member may teach/work and still remain in the part-time faculty bargaining unit. Thus, the maximum hours that a part-time teacher may teach shall remain the same as those under the 1997-99 Local 243 collective bargaining agreement, notwithstanding the potential contact hour reduction that may occur for full-time faculty.

B. The parties acknowledge that the language of the Local 243 agreement may be subject to further modification in the collective bargaining process.

C. Local 6100 agrees to participate, upon request, in any committee established between the College and Local 243 to address issues pertaining to workload.

### #2 – Notification of Teaching Assignments

It is the policy of MATC to notify all part-time teachers about teaching assignments as soon as possible. Said notification shall be in writing and shall be by letter. Said notification shall include, at a minimum, the following:

1. Assignment (course title and number)
2. Day/time of day
3. Location
4. Starting and ending dates
5. Pay rates
6. Identity of the supervisor
7. Probationary status for those currently on probation
8. Access to course information (e.g., textbook, syllabus, outline of instruction)
9. Network activation information
10. E-mail policies
11. Convocation schedule
12. FERPA requirement/other legal obligations
13. Part-time faculty orientation information\*
14. Require part-time faculty member signature
15. Co-teaching Split Factor
16. Value of the factors used to determine the pay will be included in the TAG letter.

#### Example Formula Factors:

<u>Contact Hours:</u>	<u>51</u>
<u>Student Points:</u>	<u>1</u>
<u>Longevity Level:</u>	<u>3</u>
<u>Educational Attainment Level:</u>	<u>2</u>

Compensated information included in the notification is based on factors available as of the date of the notification. If any of these components is inaccurate, the amount of compensation may be adjusted.

\*Every part-time faculty member has access to orientation (face-to-face, online and CD) beginning on or before January, 2008. MATC and the Union agree to mandate participation in orientation. Part-time faculty members who complete required documentation are eligible for compensation. Orientation opportunities will be provided at each region of the district.

**#3 - Student Recruitment** – It is understood and agreed that student recruitment is a college responsibility. Part-time faculty members are not hired with the expectation that they will recruit students for their courses. If a part-time faculty member wishes to engage in recruitment activity it is on a voluntary, unpaid basis.

**#4 - Campus Closing** - Faculty raised a concern about the process the college uses to notify its members when a facility is closed due to weather conditions. The college determined that the procedures for notification varied across campus locations. To provide consistency, the college has instructed all staff to follow the procedures outlined on our web site under Ask MATC: “closing”. In addition, the college will provide information regarding closing as part of part-time faculty orientation.

**#5 - Communication** – The College recognizes the importance of clear and consistent communication with all employees. One of the next five AQIP projects will evaluate the current communication processes and work to build an effective internal, college-wide communication system. In addition, the college will be staffing a position with specific responsibility for communication with part-time faculty members

**#6 - Loaner Laptops** – The College shall develop a pool of loaner laptop computers with appropriate software installed for use by part time writing teachers in the English Department. The computers will be available upon request on a sign out, first-come, first-serve basis. (This arrangement will be reviewed during negotiations for a successor to the 2009-2012 agreement).

(NOTE: This program does not replace or supplant any college initiative concerning virtual workstations.)

**Memorandum of Understanding**  
**Law Enforcement Academies, Fire Service Academies, and EMS Courses (EMT-Basic, EMT-IV Tech, EMT-Intermediate and Paramedic Programs)**

Law Enforcement Academies, Fire Service Academies, and EMS Courses (EMT-Basic, EMT-IV Tech, EMT-Intermediate and Paramedic Programs) are posted as semester long classes, but most faculty work small modules periodically throughout the time frame of the course. For example, an 8 hour Ethics module of the Law Enforcement Academy may be taught in the first week of the semester. The instructor of this module may not teach again until the next semester. The sporadic nature of the teaching assignment and the limitations of the pay system would result in the part-time faculty member being paid for this 8 hour section over the entire semester. This could create a situation where more than thirty days has elapsed before payment for the module is complete. This raises issues with our payroll obligations.


Another issue that has surfaced is the large number of changes to schedules that arise with this group of courses due to the nature of protective service jobs. In many instances schedule changes occur for the faculty members making it impossible for them to fulfill the class assignment. For example, since many of our part-time instructors in EMS cover schedules in volunteer departments, ambulance coverage changes could mean that an ambulance would be out of service for an area if the faculty member did not change their MATC work schedule.

To resolve these issues, effective January 1, 2009, the parties agree to pay the above-referenced part-time instructors on an hourly basis using the same rates established for 38.14 and 38.24 courses.

Signed and Dated:

  
\_\_\_\_\_  
President  
For AFT-6100

11/8/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Human Resources  
For MATC

11/8/08  
\_\_\_\_\_  
Date



Human Resources Department  
Truax Campus, Room AB121  
(608) 246-6900  
[hr@matcmadison.edu](mailto:hr@matcmadison.edu)

Memorandum of Understanding  
Madison Area Technical College Part-Time Teachers' Union

**Course Classification and Pay in the Center for Adult Learning**

Prior to January 1, 2010, courses being held in the Center for Adult Learning were provided as 38.14 courses for the Department of Workforce Development. With the creation of the Center for Adult Learning as a permanent Center in the College, these courses have changed from being 38.14 classes to being regular courses. As such, effective May 30, 2010, the courses offered by the Center for Adult Learning will be considered regular courses under the Collective Bargaining Agreement and will be compensated according to the normal formula pay rates established in Appendix A5 of the Collective Bargaining Agreement.

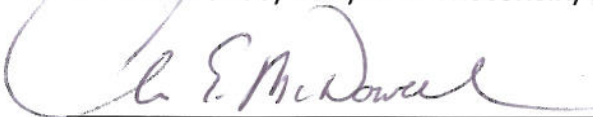
For the spring semester of the 2009-2010 academic year only, these courses will be considered regular courses under the Collective Bargaining Agreement, but will be paid in accordance with the 38.14 pay schedule. This is a compromise based on the representations that were originally made to faculty teaching in the spring semester of 2009-2010, that they would be paid at the 38.14 rate.

If this Memorandum of Understanding conflicts with the Memorandum of Understanding dated 9/26/08 entitled "Workplace Education Grants", then the 9/26/08 MOU will prevail.

Signed and Dated:

  
\_\_\_\_\_  
Michael S. Kent  
President  
For Local 6100, AFT, AFT-Wisconsin, AFL-CIO

2/24/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles E. McDowell  
Director, Human Resources  
For Madison Area Technical College

2/22/10  
\_\_\_\_\_  
Date




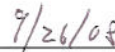
**Memorandum of Understanding  
Workplace Education Grants**


Workplace Education Grant services are driven by employer needs. As a result, the scheduling and delivery of instruction associated with these grants is conducted in the same manner as is 38.14 contracting. The customized curriculum developed and delivered through Workplace Grants is most closely aligned with that of the Adult Basic Education and English Language Learner curriculum used at workplaces under 38.14 contracts.

As faculty are often involved in both 38.14 ABE/ELL workplace instruction and GPR Workplace Education grants, the parties agree to pay for Workplace Education Grant courses in the same manner as 38.14 and 38.24 courses. This will provide for consistency in salary earned and consistent payroll processes for similar work performed.

Signed and Dated:

  
\_\_\_\_\_  
President  
For AFT-6100

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Human Resources  
For MATC

  
\_\_\_\_\_  
Date



Memorandum of Understanding  
Substitute Teachers Pay

The 2007-2009 Collective Bargaining Agreement indicates that Part-Time Teachers are paid at an hourly rate when they serve as a substitute teacher. The hourly rate specified in the contract became obsolete when the college transitioned to the lump sum pay model on 7/1/08. Since the transition, MATC has been paying instructors hourly using the Unit Base rate plus the 25% prep factor to determine the hourly rate. This formula has resulted in some instructors at the higher seniority levels receiving less pay for subbing than they had received in the previous semesters. To address the issue, the union and the college agree that the following methodology will be used to determine substitute teacher pay:

All substitute teachers shall receive an hourly wage of the Unit Base rate, plus the 25% prep factor. In the event that this formula results in an instructor receiving less money for comparable work than they received under the old hourly model, the guaranteed minimum increase language on contract page 45 will apply. This guaranteed minimum increase will be applied retroactively back to 7/1/08. Retroactive pay will be calculated and paid when the new bargaining agreement is implemented. In implementing this agreement, the following hourly rates will be used:

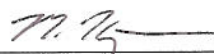
7/1/08- 12/31/08

Seniority Level	Base Rate + 25% Prep	Old rate + Guaranteed Minimum 1.75%	Rate to be used
Seniority Level 0	\$44.51	\$44.51	\$44.51
Seniority Level 1	\$44.51	\$46.11	\$46.11
Seniority Level 2	\$44.51	\$47.19	\$47.19
Seniority Level 3	\$44.51	\$48.26	\$48.26

1/1/09- effective date of new contract

Seniority Level	Base Rate + 25% Prep	Old rate + Guaranteed Minimum 1.75%	Rate to be used
Seniority Level 0	\$47.41	\$44.51	\$47.41
Seniority Level 1	\$47.41	\$46.11	\$47.41
Seniority Level 2	\$47.41	\$47.19	\$47.41
Seniority Level 3	\$47.41	\$48.26	\$48.26

Signed and Dated:

  
\_\_\_\_\_  
President  
For AFT-6100

7/27/09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Human Resources  
For MATC

7/27/09  
\_\_\_\_\_  
Date

**Memorandum of Understanding**  
**Contract terminology**

Madison Area Technical College and the MATC Part-Time Teachers' Union jointly recognize that the following positions have been re-named since the date the contract was ratified by the two parties, and that for purposes of interpretation:


Wherever there appears a reference to "Director of HR" or "Director of Human Resources", the parties recognize that this position has been renamed the "Vice President of Human Resources." All contractual language referring to the previous position title shall be deemed to refer to the Vice President of Human Resources.

Wherever there appears a reference to "Vice President of Learner Success," the parties recognize that this position has been renamed the "Provost." All contractual language referring to the previous position title shall be deemed to refer to the Provost.

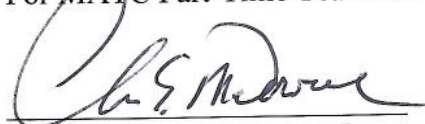
Wherever there appears a reference to the term "center," in the context of a Learning Center (i.e., a division of the college), the parties recognize that the "Learning Centers" of the College are being renamed as "Schools" of the college. All contractual language referring to the "centers" of the college shall be interpreted to refer equally to any "schools" of the college, as both terms refer to the same administrative divisions of the college.

Furthermore, wherever there appears a reference to the acronym "MATC," the parties recognize that this shall refer to "Madison Area Technical College."

Signed and Dated:

  
\_\_\_\_\_  
President  
For MATC Part-Time Teachers' Union

9/20/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vice President of Human Resources  
For Madison Area Technical College

9/19/11  
\_\_\_\_\_  
Date