

# **MASTER CONTRACT AGREEMENT**

between

**Waukesha County Technical College**

**WCTC** 

and

**Waukesha County Educational  
Support Professionals Union**

**WCESP**

**2009 – 2011**

July 1, 2009 - June 30, 2011



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# AGREEMENT

This Agreement is entered into between the Waukesha County Area Technical College Board, hereinafter referred to as the "Employer," or the "College" and the Waukesha County Educational Support Professionals Union, hereinafter referred to as the "Union."

The parties hereby agree as follows:

## **ARTICLE I** **RECOGNITION**

- 1.01 **Bargaining Unit**: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time office, custodial, and food service employees, laboratory assistants, instructional assistants, high school relations assistant, programmers, and technicians in the employ of Waukesha County Technical College, excluding professional, managerial, supervisory and confidential employees as certified by the WERC on September 14, 1982.
- 1.02 **Employee Rights**: The Employer further recognizes that all employees in the bargaining unit have the right to self-organization to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other lawful concerted activities for purposes of collective bargaining or other mutual aid or protection, and such employees shall also have the right to refrain from any or all of such activities.
- 1.03 **Employer Conduct**: The Employer agrees that at all times during the period in which the Union is certified as the bargaining agent for employees described above, the Employer shall not:
- A. Interfere with, restrain, or coerce the employees in the exercise of their rights, recognized by the Employer in the recognition clause of this Agreement;
  - B. Attempt to dominate or interfere with the administration of the Union which is a party to this Agreement, or attempt to aid any organization which attempts to compete with this Union for the membership and representation of the employees in the bargaining unit;
  - C. Discriminate against any employee or employees in regard to hire, tenure, or other terms or conditions of employment because of Union activities;
  - D. Do any act or pursue any course of conduct which may be in violation of the terms or provisions of this Agreement.
- 1.04 **Non-Discrimination**: The Employer agrees that there shall be no discrimination with respect to any employee or applicant for employment on the basis of race, color, age, religion, national origin, marital status, handicap, sex, geographical origin, ethnic background, political affiliation, or Union membership.

**ARTICLE II**  
**MANAGEMENT RIGHTS RESERVED**

- 2.01 Management Rights: Unless otherwise herein provided, the Management of Waukesha County Technical College retains the right to manage and direct the operations and the workforce. Without limiting the generality of the above statement, these rights include the right to hire, promote, lay off, or transfer employees; to demote, suspend or otherwise discipline, or discharge employees for proper cause; to decide job qualifications for hiring; to determine the number of departments and types of services to be performed; to introduce, change, or eliminate equipment, machinery or processes; to determine the number and type of positions; to abolish and/or create positions; to subcontract provided that no present regular or limited term employee (full-time, part-time, ten (10) month school term) shall be laid off or have his/her position's authorized hours reduced as a result of said subcontracting and further provided that no existing regular or limited term position shall be eliminated as a result of said subcontracting which has as its purpose the undermining of the Union; to direct the job activities of the employees; to assign work to employees; to schedule hours of work and shift assignments or require over-time work; to determine the size of the work force including the number of employees assigned to any particular operation; and to establish reasonable rules and regulations. The exercise of these rights shall not be in conflict with any specific provision of this Agreement.
- 2.02 Subcontracting: Prior to a decision to subcontract work that is being done by bargaining unit employees, the College will communicate its intent to the Union. College and Union representatives will meet within fifteen (15) calendar days from the date of the College's communication to the Union to discuss possible ways to redesign the potentially subcontracted bargaining unit position(s) and/or to redesign the compensation of the position(s). Neither the employer or Union is obligated to agree to any alternative to the decision to subcontract.

At least once every six (6) months, the College will evaluate the quality of subcontracted work that was previously performed by bargaining unit positions eliminated by the subcontracting.

**ARTICLE III**  
**MANAGEMENT AND UNION SECURITY**

- 3.01 No Strike - No Lockout: The parties agree that it is important to seek amicable resolution of their differences, and have established a grievance procedure for that purpose. The Union agrees it will not authorize a strike, nor shall any employee engage in a strike or any other concerted refusal to perform work during the term of this Agreement. The Employer agrees that it will not prevent employees from carrying out their duties by conducting a lockout during the term of this Agreement. Should either party to this Agreement violate the terms of this Article, the other party may waive its obligation covered by this Agreement.
- 3.02 Modified Fair Share: The Union, as the exclusive collective bargaining representative of all the employees in the bargaining unit covered by this Agreement, will represent all such employees, both Union members and non-members, fairly and equally, and all employees in the unit who were hired after January 1, 1972, will be required to pay, as provided in this article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and bylaws.

- A. Payroll Deductions: The Employer agrees that it will deduct from 18 paychecks beginning September 15 of each year and ending with the employee's eighteenth paycheck thereafter of all employees in the collective bargaining unit identified in paragraph 3.02 above a sum, certified to the Employer by the Treasurer of the Union as the current dues uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made. The Employer will provide the Treasurer of the Union with a list of employees from whom deductions are made with each monthly remittance to the Union. Changes in the amount of dues to be deducted shall be certified by the Union's Treasurer at least thirty (30) days before the effective date of change.
1. Newly Hired Employees: With respect to newly hired employees, the deduction noted above shall commence with the first payroll period normally used to make such deductions which represents wages paid for the first month of employment.
  2. Periods of No-Pay Status: The Employer shall not be required to submit any amounts to the Union under the provisions of this Article on behalf of employees otherwise covered who are on layoff, unpaid leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
  3. Inadvertence or Error: If, through inadvertence or error, the Employer fails to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck normally used to make such deduction and shall be submitted to the Treasurer of the Union.
- B. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken by the Employer under the provisions of this Article.
- C. Rebate Provision: The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which allows those employees to challenge the fair share amount certified by the Union as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Union pursuant to this section.

#### **ARTICLE IV** **UNION ACTIVITY**

- 4.01 Union Business: The Union agrees to conduct its business off the job except as hereinafter provided. This article shall not operate in any manner that would prevent a steward from the reasonable and proper investigation and processing of any grievance in accordance with the procedures outlined in this Agreement, or to prevent certain routine reasonable business such as posting of Union notices and bulletins, provided that such individual provides adequate prior notice to his/her immediate supervisor.

- 4.02 Grievances: The Employer hereby agrees that reasonable time spent in the investigation, processing and presentation of grievances during regular working hours shall not be deducted from the pay of delegated representatives of the Union; however, in no event shall any Union representative leave his/her work for any Union activity without first notifying his/her immediate supervisor.
- 4.03 Negotiations: The Employer hereby agrees that time spent in any negotiating meeting scheduled by a mediator/arbitrator during regular working hours shall not be deducted from the pay of up to three (3) members of the Union Bargaining Committee, provided that prior notice is given to the supervisor immediately in charge of such individuals. The remaining members of the Union Bargaining Committee can attend such negotiating meetings without pay.
- 4.04 Convention/Conference/Workshop Delegates: A member of the Union who is called upon to serve as a delegate or representative of the Union for conventions, conferences or workshops shall be granted leave time. Such leave time shall be without pay, and not to exceed three (3) days per year, provided however, that the President of the Union or his/her alternate shall be permitted to take such leave on a paid basis to the extent noted above. Total leave time without pay granted under this section shall not exceed twenty-one (21) days per year for the entire bargaining unit unless approved by the College President.
- 4.05 Union Representatives: Non-College employee representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the workday for reasonable periods of time, provided that notice is first given to the supervisor immediately in charge of such officers or members.
- 4.06 Bulletin Boards: The Employer agrees to provide and allow the use of designated bulletin board space in convenient work locations. All posted material shall always be professional in approach and shall never contain remarks critical of the College or any individual.
- 4.07 Copies of Agreement: The Employer shall provide twenty (20) copies for the Union. The Employer shall place a copy of the agreement on the College's website. The Employer shall also provide new employees with a hard copy of the agreement at the time of hire and for all employees who request a copy.
- 4.08 Internet and Electronic Mail: Association members may use the internet and/or the College electronic mail (e-mail) system for the following:
1. In support of the academic program, including research, reading and study;
  2. For internal and external work-related communication;
  3. For reasonable communication to/from members of the bargaining unit about union issues. Such communication shall not be used:
    - A. To promote, condone or encourage illegal job actions;
    - B. To engage in personal attacks;
    - C. For political solicitation; or
    - D. For communication inconsistent with WCTC Administrative Policies and Procedures.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

5.01 Definition and Procedure: A grievance shall be defined as a complaint that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement, and shall be subject to the following procedure:

Informal Level: An employee and a Union steward may choose to meet informally with the employee's immediate supervisor to discuss a problem prior to it becoming a formal grievance. Should the problem not be resolved informally, and a discussion took place at this informal level, Step 1 will be skipped and the grievance will proceed to Step 2 within thirty (30) of the grievant's normal work days of the date of the alleged violation or the date the employee should have known of the alleged violation.

Step 1. The employee and/or the Union Steward shall present the grievance in writing to the employee's immediate supervisor with a copy to the Human Resource Services Department within thirty (30) of the grievant's normal work days of the date of the alleged violation or the date the employee should have known of the alleged violation. The written grievance shall include the facts upon which the grievance is based, the issues involved, the articles alleged to be violated and the relief sought. The grievance shall be dated by the employee and/or the Union Steward. The supervisor shall attempt to make a mutually acceptable settlement of the grievance, and shall respond in writing to the Union Steward within seven (7) calendar days.

Step 2. If a satisfactory settlement is not reached, as outlined in Step 1, the grievance shall be presented by the Union Steward to the Director of Human Resource Services within seven (7) calendar days of the receipt of the Step 1 answer. A meeting between the parties shall be held within fourteen (14) calendar days of the receipt of the grievance. The Director of Human Resource Services shall respond in writing to the Union Steward within seven (7) calendar days after such meeting is held.

Step 3. If a satisfactory settlement is not reached, as outlined in Step 2, the grievance shall be presented by the Union Steward to the College President within seven (7) calendar days of the receipt of the Step 2 answer. A meeting between the parties shall be held within fourteen (14) calendar days of the receipt of the grievance. The College President shall respond in writing to the Union Steward within seven (7) calendar days after such meeting is held.

Step 4. If a satisfactory settlement is not reached, as outlined in Step 3, the Union may initiate arbitration proceedings within seven (7) calendar days of the receipt of the Step 3 answer. The Union shall ask the Wisconsin Employment Relations Commission to submit a list of seven (7) names. The loser of a coin toss will then begin the process of alternately striking names from the list, and the last remaining name shall be appointed as the arbitrator to hear the case. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall confine his/her decision to a determination of the facts and an interpretation and application of this Agreement, and shall have no authority to alter in any way the terms and conditions of this Agreement.

5.02 Representation: The grievant and Union President, or his/her designated representative, are permitted to be present at each step of the grievance procedure without loss of pay.

- 5.03 Time Limits: A grievance which is not appealed to a higher level within the specified time limits shall be considered settled on the basis of the last Employer response. The Union may appeal any grievance to the next higher step if the Employer fails to respond within the specified time limits. Time limits set forth in this Article may be extended by mutual agreement of the parties.
- 5.04 Expenses: Expenses for the arbitrator's services, the transcript, and the meeting room (if necessary) shall be borne equally by the Employer and the Union. Each party shall be responsible for its own costs of preparing briefs, attorneys' fees, and non-College employee witness expenses.
- 5.05 Special Cases: A grievance may be initiated at or advanced to any step in the grievance procedure by mutual agreement of the parties.
- 5.06 Employee Witnesses: The Union agrees to cooperate with the Employer in the scheduling of employee witnesses at any grievance hearing so as to minimize loss of working time by said witnesses.
- 5.07 Calendar Days: Calendar days, as used in this Article, do not include paid holidays or days when the campus is officially closed for Christmas break.

## **ARTICLE VI**

### **DEFINITION OF EMPLOYEE**

- 6.01 Regular Full-Time: A regular full-time employee is hereby defined as one who works thirty (30) or more hours per week for twenty-six (26) weeks or more per year.
- 6.02 Regular Part-Time: A regular part-time employee is hereby defined as one who works ten (10) or more, but less than thirty (30) hours per week for twenty-six (26) weeks or more per year. Position files shall be jointly reviewed every six (6) months by the President of the Union and the Director of Human Resource Services or their designee(s). Where the authorized hours for the position and the actual number of hours normally worked by the employee do not agree, either the authorized hours or the employee's normal work schedule will be adjusted to make them agree.
- 6.03 Temporary/Substitute Employee:
- A. Definition: A temporary/substitute employee is hereby defined as one who is hired to work ten (10) or more hours per week:
1. For a specific period of time of up to eight hundred (800) hours or a maximum of twenty (20) weeks within one year whichever is less, or
  2. to perform on a specific project of up to eight hundred (800) hours or a maximum of twenty (20) weeks within one year whichever is less, or
  3. to substitute for a bargaining unit member who is on a leave of absence for twenty-four (24) months or less.
- and who will be separated from the payroll at the end of such period, project, or bargaining unit member's leave of absence.

Leave of Absence under this Article is defined as an employee on Jury Duty- Witness Service – Article XVIII, Maternity Leave – Article XVII, Military Leave – Article XV, Other Leave – Article XX, Sick Leave – Article XIII, Workers Compensation, and leaves mandated under state and/or federal law.

The College will not use temporary employees in such a manner that an individual department is using temporary employees (other than to substitute for a bargaining unit employee on a leave of absence) in more than twenty-five (25) different calendar weeks within a contract year

B. Duration of Assignment:

1. Specific Period of Time or Specific Project: Temporary employees hired may work up to and including eight hundred (800) hours or a maximum of twenty (20) weeks, whichever is less, within one year without limitation to the number of days they work, unless the temporary is replacing a bargaining unit member during the bargaining unit member's absence in which case Section B, subsection 2 will apply. If a temporary employee works more than eight hundred (800) hours or twenty (20) weeks within one year, the position will be posted as either a limited term or regular position if the position is to be continued.
2. Substitution Assignment: When the temporary/substitute employee is working in place of a bargaining unit member during that employee's leave of absence, the temporary/substitute employee may work up to the same number of hours the bargaining unit member was authorized to work (in that position for which the substitute is hired) preceding his/her leave of absence. Such assignment shall be for twenty-four (24) months or less. If an employee does not return from his/her leave of absence after twenty-four (24) months, the position will be posted if the position is to be continued.

C. Temporary/Substitute Employee Compensation: Such employees shall be compensated on a step on the negotiated salary schedule not to exceed the one (1) year step.

D. Other Contract Provisions: No other terms or provisions of the Labor Agreement shall apply to these employees.

E. The provisions of section 6.03 also apply to temporary/substitute positions filled by the College through an outside temporary agency.

6.04 Limited Term Employee:

A. Definition A Limited Term Employee is hereby defined as one who is hired into a position that:

1. is a planned undertaking which is not a regular and continuing function approved by the College Board, and
2. is partially or fully funded by an external source, and
3. has an established probable date of termination.

- B. Duration of Appointment: The duration of the appointment must be for one (1) year or less; however, at the discretion of the Board, the appointment may be renewed, except that no limited term appointment may exceed three (3) years.
- C. Application of Agreement: All terms and provisions of the Agreement shall apply to Limited Term Employees except for the following:
1. Military Leave
  2. Section 17.03 (Salary Continuance Insurance)
  3. Other Leave
  4. Seniority
  5. Salary Continuance Insurance
  6. Life Insurance
- D. Appointment to Regular Position:
1. In the event that a Limited Term Employee is subsequently hired for a regular position, his/her seniority date shall be his/her original date of employment, including all time worked in the limited term position, provided that there has been no break in continuous service which exceeds sixty (60) calendar days and further provided that the employee works in an occupation which is the same as, substantially equivalent to, or in a promotional line to positions covered by this Agreement.
  2. Such employee shall start in the regular position at his/her current step on the salary schedule, provided he/she was employed more than three (3) months within the same job classification. If not, the employee shall be placed on the start pay step. Advancement on the salary schedule shall be in accordance with the date of employment in the regular position.
  3. A Limited Term Employee hired into a regular position shall be on a probationary status in accordance with Article VII of the Agreement with the exception of Section 7.05.
  4. Such employee shall be credited with accumulated sick leave and vacation earned as a Limited Term Employee.
- E. Status After Three (3) Years of Limited Term Employment:
1. In the event that an employee's appointment to a limited term position exceeds three (3) years, such employee shall be covered by all terms and provisions of this Agreement, and shall be considered a regular employee. Such employee shall be credited with seniority from his/her original date of employment including all time worked as a Limited Term Employee.
  2. Although the employee shall be awarded regular employee status, the position shall not be considered a regular position.
- F. Conversion of Position to Regular Status: If during the employee's first three (3) years of employment the position is converted to a regular status position, the employee will be immediately granted regular full or part-time status, whichever is applicable, and will be eligible for all applicable benefits commencing at the time of such conversion.

G. Regular Employee Appointed to Limited Term Position: A regular employee with three (3) or more years seniority who is awarded a Limited Term position pursuant to Article XXII of this Agreement shall retain his/her status as a regular employee while holding the Limited Term position.

6.05 Ten (10) Month Employee: A ten (10) month employee is hereby defined as one who is hired for ten (10) months of continuous employment.

6.06 School Term Employee:

A. Definition: A school term full-time employee is hereby defined as either:

1. An employee who is hired to work for one hundred and eighty (180) days when school is in session, during the fall and spring semesters. The one hundred and eighty (180) days include all instructional and assigned non-instructional days during the fall and spring semester, all paid holidays that fall within the employee's scheduled work year (subject to eligibility under Article XI), and up to ten (10) days immediately preceding and/or immediately following the fall and/or spring semesters; OR
2. An employee who is hired to work the fall and spring semesters as defined in A-1 above plus the summer session. Specific work days for the employee for the summer session, in excess of the one hundred and eighty (180) days defined above in 6.06 (A-1), will be defined and the employee will be given his/her summer work schedule at least thirty (30) days prior to the employee's first day of work for the summer session.

B. Part-Time School Term Employees: Part-time school term employees shall be assigned to work within the days identified above in 6.06 A-1 or A-2.

C. School Term Employees hired under Section 6.06, subsection A-1, shall be offered temporary assignments under Section 6.03 during the summer that constitutes an expansion in his/her regular assignment. Notification of the expansion in the assignment shall be made by April 30<sup>th</sup>. The employee shall receive his/her regular rate of pay for these additional hours. The employee shall have six (6) work days to accept or reject the expansion in his/her regular assignment. If the employee rejects the assignment, the College may offer the assignment to other individuals under the terms and conditions of Section 6.03 except as provided for below.

If/when a school term position under Section 6.06, subsection A-1, requires summer work for three (3) consecutive summers, the position will be changed to include the summer session as a regular assignment beginning with the third summer. Notification of the expansion in the assignment shall be made by April 30<sup>th</sup>. The employee shall receive his/her regular rate of pay for these additional hours. The incumbent employee shall have six (6) work days to accept or reject the expansion in his/her regular assignment. If the employee rejects the assignment, he/she will be subject to layoff, and the position will be posted as per Article 22.

6.07 Authorization Levels: When positions are designed to have different numbers of weekly work hours at specified time(s) of the year, the authorized number of hours for those positions shall be established on the basis of the average number of weekly work hours anticipated during the year.

- 6.08 Unique Work Years: The College and Union agree to meet and discuss proposed positions with work year schedules which do not conform to existing twelve (12) month, ten (10) month or school year categories.
- 6.09 Notwithstanding the above definitions, no employee hired on or before January 11, 2006, will have his/her authorized number of weekly hours or authorized work days per year (as authorized for the 2005-2006 contract year) reduced due to a reduction in the College's school calendar from one hundred and ninety (190) days to one hundred and seventy-six (176) days.
- 6.10 A. Student Worker Definition: A student worker is defined as an individual who meets one or more of the following criteria:
1. Is a student currently enrolled at WCTC for a minimum of six (6) credits or a semester course(s) equivalent of one hundred and eight (108) in-class hours of instruction. Such credits or equivalent hours do not include audited courses.
  2. Is a continuing student at WCTC, i.e., enrolled in a course in the following semester (spring or fall), meeting the standards set forth in subsection 1, who is working during the regular semester break or summer break period.
  3. Spring Graduate/Spring Course Completion: Has graduated from, or completed a course of study at WCTC at the end of spring semester and remains employed during the months of May, June, July, and August following graduation or completion of his/her course of study. Under this situation, the student worker would lose his/her student worker status as of the start of the fall semester.
  4. Fall Graduate/Fall Course Completion: Has graduated from, or completed a course of study at WCTC at the end of the fall semester and remains employed for a maximum of thirty (30) additional calendar days. Under this situation, the student worker would lose his/her student worker status on the thirty-first (31) calendar day after graduation or completion of the course of study at WCTC, whichever is applicable
  5. On an exception basis, with the approval of the Human Resources Services Department (HR), a department may fill a student position with a qualified non-WCTC student, but only during the period May 1 until the start of the fall semester. Such an exception will be authorized by the HR Department only after the hiring department has demonstrated a good faith effort to recruit and employ a WCTC student for the position.
- B. Weekly Work Hour Limitation: Student workers can work no more than twenty (20) hours per week during periods when school is in session and no more than forty (40) hours per week when school is not in session.
- C. Student workers are not covered by the terms and conditions of this Agreement.

**ARTICLE VII**  
**PROBATIONARY PERIOD**

- 7.01 Length of Probation: All newly hired employees shall be considered probationary for the first ninety (90) days worked or six (6) months, whichever occurs first. All newly hired employees shall be evaluated three (3) times during the probationary period; however, if the employee is dismissed before the completion of his/her full probationary period, the requirement of performing three (3) evaluations does not apply. This probationary period may be extended by mutual Agreement of the College and Union. Probationary employees shall not have recourse to the grievance procedure if suspended or dismissed during the probationary period.
- 7.02 Completion of Probation: Continued employment beyond the probationary period shall be evidence of satisfactory completion of the probationary period.
- 7.03 Seniority: Upon completion of the probationary period, an employee's seniority shall date from the day of original employment.
- 7.04 Holidays: Probationary employees shall be eligible to receive paid holidays.
- 7.05 Sick Leave: Probationary employees shall be entitled to use paid sick leave, as it is earned, (i.e. one sick leave day per month), during the probationary period. Upon completion of the probationary period, they will be credited with remaining allotted sick leave days.
- 7.06 Insurance Coverage: New employees shall receive coverage of all insurances in accordance with the waiting period specified in the current insurance contracts, regardless of whether or not it falls within the probationary period.

**ARTICLE VIII**  
**HOURS OF WORK**

- 8.01 Normal Work Schedules:
- A. Normal Work Hours:
1. The normal schedule of each full-time employee shall consist of not more than eight (8) consecutive hours, excluding the lunch period, for four (4) consecutive days, and not more than seven and one-half (7-1/2) consecutive hours, excluding the lunch period, on the fifth consecutive day.
  2. A position's normal start and end times are established at the time the position is posted (or the notice of job vacancy to be filled from an eligibility list is created).
- B. Work Days:
- The normal schedule of work days for each full-time employee shall be five (5) consecutive days. The five (5) consecutive days shall be between Monday and Saturday. Under unusual circumstances, the College and the Union may mutually agree to deviate from the requirement that the five (5) work days must be consecutive. Volunteers shall be sought first to fill these unusual positions.

If no employee volunteers, the least senior employee shall be assigned. All five (5) work days shall be between Monday and Saturday. One of the five (5) days shall consist of not more than seven and one-half (7-1/2) consecutive hours, excluding the lunch period.

C. Alternative Work Schedules:

Alternative work schedules may be created by mutual Agreement between the College and the Union. If feasible, as determined by the Director of Facility Services, third shift employees may begin their shift at an alternative earlier starting time as established by the Director of Facility Services, on the last working day before a paid holiday.

8.02 Periods When School Is Not In Session: During all periods when school is not in session, the schedule of each full-time employee shall consist of not more than seven and one half (7-1/2) consecutive hours per day, excluding the lunch period. For the purpose of this section, the phrase "when school is not in session" shall be interpreted to include the Instructor's summer vacation period and Christmas and Easter recess as set forth in the school calendar.

8.03 Rest Period: An employee shall be granted a fifteen (15) minute rest period for each three and one-half (3-1/2) consecutive hours worked, for a maximum of two such breaks per day. Rest period schedules will be at the discretion of the supervisor and/or department head.

8.04 Lunch Periods: An unpaid lunch period shall be granted to employees as follows:

A. Full-time employees: A lunch period of one-half (1/2) hour to one (1) hour shall be granted to each employee as near the midpoint of the shift as possible. The supervisor and/or department head shall determine the length and schedule of such lunch period based upon the needs of the department.

B. Part-time employees: A lunch period of one-half (1/2) hour may be taken by an employee scheduled to work five (5) or more hours on a given work day. Lunch periods are to be taken at a time mutually convenient to the employee and their supervisor.

8.05 Change in Normal Work Hours/Days: In the event that one or more employees in the same classification and department are to have their normal work days or normal work hours changed, the employer shall first seek volunteers within the affected classification and department. If no employees or an insufficient number of employees volunteer, any additional employees shall have their work days or work hours changed on the basis of inverse seniority.

If more than one employee volunteers, the qualified employee in the job classification with the greatest seniority who volunteers shall be selected.

The employee will receive fourteen (14) calendar days notice of a change in his/her normal work days or normally scheduled work hours. The notification will indicate the reason for the change, whether it is permanent or temporary (fourteen (14) calendar days or more), and the approximate length of such change, if temporary.

A. Exception: Those employees hired prior to May 1, 1976, shall not have their work shift or work days changed unless mutually agreed upon by the parties hereto, except that those custodial employees who transfer from the third shift to the first shift during the summer vacation period shall be subject to the procedure set forth in Section 8.05 above.

8.06 Notification of Changes: The College shall give the affected employee and the Union at least one (1) month notice prior to reducing the number of months per year the employee is scheduled to work or reducing a full-time position to a part-time position.

8.07 Travel Related Schedule Adjustment: Whenever an employee voluntarily attends a conference, trade show, or other professional development activity, or otherwise voluntarily travels for College related business, outside of the employee's work day/workweek, the employee and his/her supervisor will discuss restructuring the employee's workday/workweek as necessary to minimize overtime and other related costs to the College. The employee and supervisor will make a good faith effort to accommodate one another's needs. Failing agreement, the parties agree that the travel will not occur. If the parties agree to the travel, the employee and the Union agree to waive applicable contract provisions concerning overtime, double time, and work day/work week schedules.

8.08 Limited Term Assignments: A bargaining unit employee who has received approval to increase his/her hours to perform additional duties while another bargaining unit employee is on leave of absence will be considered on a limited term assignment.

The employee will be eligible for health and dental benefit coverage and premium rates based on the total number of hours per week that he/she will be working including the limited term assignment. Coverage will begin on the first day of the assignment if the assignment is expected to last longer than thirty (30) days. If the assignment unexpectedly exceeds thirty (30) days, the premium rates will be retroactive to the first day of the assignment for any employee who already had health and/or dental coverage. If an employee did not already have health and/or dental coverage, the coverage and premium rates would be effective the first day that it is determined that the assignment will extend thirty (30) days or more.

Employees' life and long-term disability insurance will continue to be based on their position status excluding the limited term assignment.

Vacation and sick leave allotments will be adjusted at the end of the assignment or one year, whichever occurs first. Once vacation and sick leave allotments have been adjusted, the employee may elect to be reimbursed from the increased allotment for unpaid time off if taken during the limited term assignment.

## **ARTICLE IX**

### **OVERTIME AND HOLIDAY PAY**

9.01 Time and One-Half: Regular full-time employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) per day or forty (40) per week. For the sole purpose of determining the appropriate work week for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

- 9.02 Part-Time Employees: Regular part-time employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) per day or forty (40) per week. For the sole purpose of determining the appropriate work week for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.
- 9.03 Division of Overtime: Whenever it is necessary for employees to perform services outside of their regular shift, that overtime shall be divided as equally as possible among the employees who normally perform the work or who perform similar work in the immediate work area. Whenever possible, the Employer shall give twenty-four (24) hours advance notice of such overtime work assignment.
- 9.04 Sundays: Time worked on a Sunday shall be compensated at the rate of two (2) times the employee's regular rate of pay.
- 9.05 Holidays: Time worked on a holiday shall be compensated at the rate of two (2) times the employee's regular rate of pay in addition to payment for the holiday.
- 9.06 Compensatory Time Off:
- A. If requested by an employee to elect compensatory time off in lieu of overtime pay, management may, at its discretion, permit the employee to do so. Compensatory time off will be earned at time and one-half (1½). The employee may accumulate up to a total of twenty-four (24) hours of compensatory time off. Any overtime exceeding twenty-four (24) hours must be paid in cash.
  - B. An employee's request to use compensatory time off will be permitted provided it does not impose an unreasonable burden on the department to continue its operations at an acceptable level of quality and quantity. In scheduling time off, consideration is to be given to:
    - 1. The normal schedule of work;
    - 2. Anticipated peak workloads;
    - 3. Emergency requirements for staff and inservices; and
    - 4. The availability of qualified staff to fill in.
  - C. Compensatory time off may be taken in increments of fifteen (15) minutes.
  - D. The employer may pay cash in lieu of accrued compensatory time off at any time in its sole discretion by providing the employee with at least thirty (30) days notice of the employer's intent to pay out the accumulated compensatory time off as cash. If possible during the thirty (30) days referenced above, the employee may use compensatory time off subject to the conditions of section 9.06, subsection B. above.
- 9.07 Flexible Schedule: An employee may request a temporary modification in his/her weekly work schedule. Such alteration may consist of working longer on one day(s) and taking off an equivalent amount of time on a subsequent day(s), or may consist of starting and ending a day(s) earlier (or later) than the employee's normal work schedule. The request for a change within the employee's work week, as defined in sections 9.01 and 9.02 above, should be made at least one (1) week in advance of the proposed change, unless circumstances require a shorter notice period. The request shall be made to the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request. All hours of work

under a flexible work schedule agreement must be completed within the same work week as defined in sections 9.01 and 9.02 above. An employee using a flexible work schedule under this provision waives his/her right to overtime pay (including compensatory time off) for hours worked in excess of eight (8) hours in a day.

**ARTICLE X**  
**CALL IN PAY / PHONE WORK**

- 10.01 Call In Pay: Any employee called to work at a time other than his/her regular schedule of hours shall be entitled to at least two (2) hours work, or pay therefore, at one and one-half (1-1/2) times his/her regular rate of pay. If such call in occurs on a Sunday or holiday, the employee shall be entitled to at least two (2) hours work, or pay therefore, at two (2) times his/her regular rate of pay. This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continued past regularly scheduled hours.
- 10.02 Phone Work: If an employee gets a work-related call while off-duty, he/she shall be paid at the appropriate rate of pay in five (5) minute increments.

**ARTICLE XI**  
**HOLIDAYS**

- 11.01 Days Granted: Employees covered by this Agreement shall be granted paid holidays provided as follows:
- A. School Term Employees (who work only Fall/Spring Semesters)
    - 1. Labor Day
    - 2. Thanksgiving Day
    - 3. The Day after Thanksgiving
    - 4. The Day Before Christmas
    - 5. Christmas Day
    - 6. New Year's Eve Day
    - 7. New Year's Day
    - 8. Good Friday\*
  - B. Ten (10) Month Employees shall be granted all of the holidays specified in 11.01 A above and
    - 9. Memorial Day
  - C. Twelve (12) Month Employees and School Term Employees who work Fall/Spring Semesters and Summer session shall be granted all of the holidays specified in 11.01 A and B above and
    - 10. Independence Day
  - D. Employees with a unique year, as per 6.08, shall be granted the above listed holidays in 11.01 A, B, and C provided the holiday(s) fall within the employee's scheduled work year.

\*Good Friday shall be considered a paid holiday in the event that classes are not scheduled that day according to the official School Calendar.

\* March 12, 2010 is the designated Spring Holiday, instead of Good Friday, for 2009-10.

- 11.02 Holidays Falling on Weekends: If a holiday falls on a Saturday, the last scheduled workday prior shall be observed as the holiday. If a holiday falls on Sunday, the next scheduled workday shall be observed as the holiday.
- 11.03 Holidays Falling on Student Contact Days: If any of the holidays listed in section 11.01, or 11.02 as observed, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a holiday on a date mutually determined by the College and the Union. The Union and College shall establish the holiday at the time the applicable contract year's calendar is established.
- 11.04 Holidays Falling on Day Off: If any of the above named holidays falls on a regularly scheduled day off, the employees shall instead receive a holiday on a date mutually determined by the College and the Union.
- 11.05 Time Worked on a Holiday: Time worked on a holiday shall be paid at the rate of two (2) times the employee's regular rate of pay in addition to payment for the holiday.
- 11.06 Eligibility: An employee who takes unpaid time off on his/her final scheduled workday prior to an observed holiday and/or who takes unpaid time off on his/her first scheduled workday immediately following an observed holiday (unless the workday immediately following an observed holiday is an authorized leave of absence without pay) will not receive pay for the holiday.
- 11.07 Part-Time Employees: All provisions of this Article shall apply to part-time employees except that part-time employees shall receive holiday pay on the following basis: the authorized number of hours for the position ÷ 5 x the employee's hourly rate of pay.

The employee and the employee's immediate supervisor will discuss the impact of the holiday on the employee's authorized number of hours for the position for the week in which the holiday falls. The employee, with the immediate supervisor's approval, may:

1. work additional hours on another day(s) of that week to maintain his/her authorized hours for the week; or
2. work fewer hours on another day(s) of that week to maintain his/her authorized hours for the week; or
3. continue to work his/her normal schedule for the work days of the week in which the holiday falls.

Absent agreement, the employee will work his/her normal schedule for the week in which the holiday falls.

- 11.08 Christmas - New Year's Break: The College is officially closed between Christmas and New Year's. The Union agrees to the rescheduling of the dates of observance of the Day before Christmas, Christmas Day, New Year's Eve Day, and New Year's Day holidays, when they occur on a Saturday or Sunday, to accommodate the planned closing. The remaining normal work days during the time the facilities are closed shall be granted as additional paid holidays.

**ARTICLE XII**  
**VACATIONS**

- 12.01 Vacation Leaves: All employees covered by this Agreement shall earn paid vacation leave for each month worked based upon their length of continuous service in accordance with the following schedule:

Vacation shall not be earned for any month an employee is either not scheduled to work or for any month an employee is on unpaid status for a majority of their scheduled work days during that month.

Vacation Schedule

During the first year of employment, employees shall earn one (1) day of paid vacation for each two (2) months of employment, not to exceed five (5) days. During the first year of employment, employees may take five (5) days without pay.

Beyond the first year of employment employees shall earn:

- Two (2) weeks (10 days) paid vacation after one (1) year
- Three (3) weeks (15 days) paid vacation after five (5) years
- Four (4) weeks (20 days) paid vacation after ten (10) years
- Four (4) weeks plus one day (21 days) paid vacation after fourteen (14) years
- Five (5) weeks (25 days) paid vacation after twenty (20) years

- 12.02 Vacation may be used in one (1) hour increments.

- 12.03 Employment Year: Vacations shall be based upon the employment year, which shall be defined as an individually calculated period of time (365 days) beginning with an employee's initial date of employment.

- 12.04 Advance Crediting of Vacation: At the beginning of their employment year, each employee shall be credited with their full vacation allotment for that year, based on the above schedule. It is mutually understood and agreed that this is an advance credit and any employee who leaves the service of the Employer for any reason shall have his/her vacation earnings prorated for that employment year to the nearest half day, and that any such employee who has used more leave than the prorated amount shall be liable to pay the Employer in cash for all such additional time off. It is further mutually agreed that the Employer is authorized to deduct such payment from the employee's paycheck if necessary.

- 12.05 Vacation Requests and Preference: When an employee requests a specific time period for a vacation, he/she shall share the vacation request with more senior employees within his/her immediate work area. At this time, any employee interested in taking vacation during any portion of the specified time period must submit a vacation request. All resulting vacation requests for the same time period shall be submitted in writing to the employee(s)' immediate supervisor at least forty-eight (48) hours in advance of the requested vacation.

When more than one (1) employee in the immediate work unit requests the same vacation period, the supervisor shall give preference to the most senior employee. If at all possible, the supervisor shall respond to the request within two (2) working days. In unusual circumstances the supervisor may grant a vacation leave requested less than forty-eight (48) hours in advance at his/her sole discretion. Once vacation is approved by the supervisor, no bumping can occur.

If an immediate work unit allows more than one employee to take vacation at the same time, nothing in this provision prohibits an employee from subsequently requesting and being granted vacation at a later date for the same time period that vacation has been granted to another employee(s). However, the employee cannot bump vacation that has already been approved and must follow the procedures of this provision.

- 12.06 Vacation Carryover: Vacations should be taken during the employment year in which it is earned. The employee may, however, carryover unused days for up to two (2) months beyond his/her anniversary date. No additional carryover will be approved.
- 12.07 Payment Upon Termination: Any employee who terminates his/her employment for any reason shall be entitled to pay for any vacation earned but unused during that year on a pro-rated basis.
- 12.08 Part-Time Employees: All provisions of this Article shall apply to part-time employees, except that part-time employees shall receive vacation pay on the following basis: The authorized number of hours for the position ÷ 5 x the employee's hourly rate of pay. Vacations taken in one-half (1/2) day or one-quarter (1/4) day increments would be payable at one-half (1/2) or one-quarter (1/4) of that amount, respectively.

### **ARTICLE XIII** **SICK LEAVE**

- 13.01 Purposes:
- A. Sick leave shall be paid for any absence from work due to the:
1. Personal illness, injury, diagnostic treatment, dental procedures, or exposure to a contagious disease of the employee or of the employee's child under the age of eighteen (18) or over the age of eighteen (18) if the child has a disability as set forth in Wisconsin Administrative Code P1 11.02(2). (Examples of a disability are: Cognitive disability, learning disability, autism, etc.)
  2. Serious health condition of the employee's spouse, child, sibling, or parent where the employee will be caring for the aforementioned individual.
  3. Medical or dental appointments for the employee and/or the employee's child.
- B. Definitions: The following definitions apply under this section:
1. Child: means a natural, adopted foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition or who has a disability as set forth in Wisconsin Administrative Code P1 11.02(2). (Examples of a disability are: Cognitive disability, learning disability, autism, etc.)
  2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
  3. Spouse: means an employee's legal husband or wife.

4. Sibling: means an employee's brother or sister.
5. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
  - i. Inpatient care in a hospital, nursing home, or hospice.
  - ii. Outpatient care that requires continuing treatment or supervision by a health care provider.

13.02 How Earned and Used:

- A. Employees shall earn sick leave at the rate of one (1) day per month. For employees authorized to work less than forty (40) hours per week, a day of sick leave is one-fifth (1/5) of the number of hours the employee is authorized to work per week. Sick leave shall not be earned for any month an employee is either not scheduled to work or for any month an employee is on unpaid status for a majority of their scheduled work days during that month.
- B. Employees whose absences are reported in "days" can use earned sick leave only in increments of one-eighth (.125) of a day. Employees whose absences are reported in "hours" can use earned sick leave only in increments of one-quarter (.25) hour.

13.03 Advance Crediting of Sick Leave: At the beginning of his/her employment year, each employee shall be credited with his/her full projected sick leave earnings for the ensuing employment year. It is mutually understood and agreed that this is an advance credit and any employee who leaves the service of the Employer for any reason shall have his/her sick leave earnings prorated for that employment year, and that any such employee who has used more sick leave than the prorated amount shall be liable to pay the Employer in cash for all such additional time off.

It is further mutually agreed that the Employer is authorized to deduct such payment from the employee's paycheck if necessary.

If, during an employment year, there is reasonable expectation that an employee will not earn some portion of the sick leave which had been advanced to him, the Employer may make a corresponding adjustment to the employee's available sick leave balance in accordance with the formula set forth in Section 13.02.

13.04 Accumulation: The maximum employment year allotment of sick leave shall be twelve (12) days. The unused portion of this annual allowance shall accumulate to one hundred (100) days. Any current year allowance which, if added to the accumulated unused allowance of previous years as of the first day of the employment year, would total more than one hundred (100) working days will not be granted.

13.05 Salary Continuance Insurance Benefits:

- A. Eligibility: Employees who have been absent from work because of illness or injury for a period of sixty (60) consecutive calendar days shall be eligible to receive the benefits paid under the Salary Continuance Insurance Policy. Sick leave will not be paid in conjunction with the payment of benefits under the Salary Continuance Plan.
- B. Claim Forms: The employer shall furnish claim forms to the employee on or about the eligibility date.

- 13.06 Reporting Procedure - Doctor's Certificate: If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the first one-half (1/2) hour of his/her normal daily starting time, of his/her need to be absent for one of the reasons stated in 13.01 above.

Prior to returning to work following sick leave extending beyond three (3) consecutive workdays or when there exists a pattern of absences, the employee may, at the discretion of the immediate supervisor, be required to furnish the WCTC Community Nursing Center with a certificate of illness signed by either a licensed physician or a Nurse Practitioner at WCTC's Community Nursing Center. Such certificate should include a statement releasing the employee to return to work and indicating whether any limitations or restrictions are placed upon the work which may be performed.

If the immediate supervisor observes a pattern of absence, he/she will discuss the alleged pattern with the employee. If, as a result of such discussion, the immediate supervisor determines that a doctor's excuse is necessary, he/she will inform the employee that the employee will be required to furnish the WCTC Community Nursing Center with a certificate of illness signed by either a licensed physician or a Nurse Practitioner at WCTC's Community Nursing Center the next time an absence consistent with the pattern occurs. Such certificate should include a statement releasing the employee to return to work and indicating whether any limitations or restrictions are placed upon the work which may be performed.

Nothing in this section shall be interpreted as limiting the College's ability to discipline or discharge employees for excessive absenteeism.

- 13.07 Injury or Accident Reports: Employees who are required to remain at work after the end of their regular shift to fill out job accident or injury reports shall be paid for such time spent. An employee who is otherwise eligible to receive overtime will be paid at the applicable overtime rate.
- 13.08 Seniority: Seniority shall continue to accumulate during periods of sick leave and during any medical leave of absence, for a period not to extend beyond twenty-four (24) months.
- 13.09 Holidays During Sick Leave: In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.
- 13.10 Sick Leave List: Each employee shall receive, on or about his/her anniversary date, a report summarizing his/her sick leave and vacation usage during the previous employment year.
- 13.11 Exhaustion of Sick Leave: Any employee who exhausts his/her sick leave credits and/or is receiving salary continuance insurance benefits shall be considered to be on a medical leave of absence until such time as he/she is able to return to work as certified by his/her physician. The employee shall provide a written physician's statement indicating the approximate length of disability. In addition, the employee shall furnish the College with a medical authorization sufficient to obtain information on the employee's condition and ability to perform available work.
- A. Return from Medical Leave: An employee on a medical leave of absence due to illness or off duty injury or recuperation there from shall be entitled upon recovery to his/her former position or a position of like status and pay, provided that he/she is physically qualified to return to work as certified in writing by

his/her physician, and qualified to perform the duties of the position. The Employer shall be able to utilize a temporary employee in the vacated position for the duration of the medical leave of absence. The utilization of such temporary employee will not be subject to the time limitations set forth in Section 6.03.

- B. Leaves Extending Beyond Twenty Four (24) Months: Any employee who is absent due to illness or off-duty injury which extends beyond twenty-four (24) months shall have his/her employment with the College terminated, or if eligible, he/she may retire. An employee who returns to work for less than six (6) months following a medical leave of absence, and who again is unable to work as a result of the same or related illness or injury, or complications there from, shall be considered on the original medical leave of absence, subject to the twenty-four (24) month maximum leave restriction.
- C. Insurance Coverage: For a maximum of eighteen (18) months, the Employer shall continue to pay the premium for the insurance coverage specified in Sections 23.01, 23.02, 23.03, and 23.04 for employees who are on medical leaves of absence and for employees who are receiving temporary disability benefits under Workers Compensation.
- D. Re-employment Following Termination: An employee who is terminated because his/her medical leave of absence extended beyond twenty-four (24) months shall be given preferential re-employment consideration for the six (6) month period immediately following the twenty-four (24) month medical leave maximum. In order to be eligible for re-employment, the prospective employee shall be required to make application for vacant positions which are of interest, and must meet all minimum qualifications and testing standards established for the positions. The employee shall be required to serve a probationary period of sixty-six (66) days worked, but shall be treated as a continuing employee for pay purposes. Upon successful completion of the probationary period, the employee's original seniority date will be reinstated. An employee who is re-employed under this section shall not be eligible for a medical leave of absence during the twelve (12) month period following his/her re-employment. If said employee has exhausted his/her sick leave and is off work on unpaid status due to illness or off-duty injury during the specified twelve (12) month period, his/her employment with the College will be terminated.

13.12 Sick Leave Payout:

- A. Payment for Reasons other than Retirement  
Employees who have been employed by the District for a minimum of fifteen (15) years and whose employment ceases for reasons other than retirement, (i.e., the employee resigns or dies), shall be paid for accrued sick leave compensated in the amount of sixty percent (60%) of their current salary rate for the number of days for which they qualify according to the following schedule:

Years of Service at WCTC	Percent of Accrued Days to be Paid For Those Who Die	Percent of Accrued Days to be Paid For Those Who Resign
15 - 20	30%	15%
21 - 25	40%	20%
26 - 30	50%	25%
30+	60%	30%

B. Payment for Employees whose Employment Ends due to Retirement under 23.02: Non-Elective Post Retirement 403(B) Tax Sheltered Annuity (For Employees Who Retire On or After July 1, 2007.)

1. Effective Date of Benefit: This benefit is only available for employees who retire on or after July 1, 2007, and who meet the applicable retirement requirements set forth in Article XXIII, Section G.
2. 403 (b) Contribution: The sick leave payout is contributed into a Non-Elective Post Employment 40 (b) TSA. The determination of the total dollar amount to be placed in the TSA is based upon the following:

The amount placed in the Non-Elective Post Employment 403(b) TSA shall be paid for accrued sick leave compensated in the amount of sixty percent (60%) of their current salary rate for the number of days for which they qualify according to the following schedule:

Years of Service at Waukesha County Technical College	Percent of Accrued Days to be Paid for Those Who Retire
15-20	30%
21-25	40%
26-30	50%
30+	60%

3. Timing of 403(b) Payments: The retiree shall receive dollar amounts as provided in subsection 2 contributed to a Non-Elective Post-Employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The total Non-Elective Post Employment 403(b) employer contributions may not exceed the maximum permitted by law, (i.e. IRC Section 415 limits).

The Employer will contribute one lump sum payment into the plan by the end of the month following retirement, provided the total does not exceed the maximum permitted by law, (i.e. IRC Section 415 limits). If the employee maximizes his/her final year elective contributions and the District obligation is limited in the final year of employment to less than the amount due the employee, the difference due the employee will be paid on January 15 of the first year following retirement where the amount conforms to the statutory limits.

13.13 Part-Time Employees: All provisions of this Article shall apply to part-time employees.

**ARTICLE XIV**  
**WORKER'S COMPENSATION**

- 14.01 Coverage: All employees covered by this Agreement are entitled to Worker's Compensation coverage. An employee disabled and absent from work due to an injury compensated by Worker's Compensation will be paid at that portion of his/her salary which equals the difference between the amount received from Worker's Compensation and the employee's regular salary for the first three (3) days. These payments shall not reduce the regular or accumulated sick leave of the employee.
- 14.02 Full Pay Option: If an employee is injured while in the performance of duties for the College, the employee will be compensated in the following manner:
- A. After the first three (3) days of absence, an employee going on Worker's Compensation may elect to receive full salary, to the extent he/she has accumulated sick leave, for the period of time he/she is disabled. Full salary will be paid to the employee provided he/she remits to the College Financial Accounting Office his/her Worker's Compensation checks, and further provided that sick leave is deducted from his/her accumulated sick leave balance at the rate of one-half (1/2) day per full day of absence. In the event the employee exhausts his/her accumulated sick leave balance, he/she shall continue to receive Worker's Compensation benefits.
  - B. In interpreting and applying the above provisions, the parties agree that the Wisconsin Worker's Compensation Act will not be violated. The Union reserves the right to challenge any application which is unlawful.
  - C. Prior to returning to work following any worker's compensation leave underneath this Article, the employee shall be required to furnish the WCTC Community Nursing Center with a release signed by either a licensed physician or a Nurse Practitioner at WCTC's Community Nursing Center. Such release should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed.

**ARTICLE XV**  
**MILITARY LEAVE**

- 15.01 Leave: An unpaid leave of absence shall be granted to employees who are drafted, enlist for a period not to exceed four (4) years, or are involuntarily called to active duty in the Armed Forces of our country. During such leave of absence, the employee shall retain and accumulate seniority rights, provided that said employee makes application for re-employment within ninety (90) days after discharge.

An employee granted a full unpaid military leave of absence under this provision shall not be eligible to participate in the Employer's group benefit plans, except that an employee on such leaves under this paragraph may elect to continue coverage under the College's group health and dental insurance plan, for eighteen (18) months (unless prohibited by Wisconsin Statutes or the insurance carrier (s)) provided that he/she pays to the College the full premium costs.

- 15.02 Reserve Camp or Schools: Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States or the State of Wisconsin shall be reimbursed for any loss of normal base wages to attend duly ordered field camps of

instruction or schools for a period not to exceed two (2) weeks in any calendar year. The amount to be paid will equal the normal base wage for the period of training or duty minus the employee's military pay. Normal base wages shall include any longevity pay or night shift premium which the individual would normally receive. Military pay shall include the base pay, pay for length of military service, special qualifications or duties, food, room, clothes, or any other miscellaneous item, but shall exclude travel pay. An employee requesting such payment will be required to furnish the College with his/her military pay voucher covering the period of military training or duty.

- 15.03 Emergency Duty: Employees who are called to duty by reason of civil disobedience, disorder, insurrection, or natural disaster shall be granted an unpaid leave of absence for the period of active duty, or the time absent may be charged against the two week maximum reimbursement allowance per calendar year set forth in Section 15.02.

**ARTICLE XVI  
FUNERAL LEAVE**

- 16.01 Immediate Family: When a death occurs in the immediate family of an employee, the employee shall be granted up to four (4) days leave without loss of pay per occurrence and without charge to earned vacation or sick leave time to make funeral arrangements, attend the funeral of, or perform duties associated with administering the deceased's estate, or travel relating to any of the preceding.

The term "immediate family", as used in this section, shall be limited to the following relatives of the employee or spouse:

Father	Brother	Spouse	Brother-in-law
Mother	Sister	Child	Sister-in-law
Grandchild	Step Parent	Grandparent	

Up to four (4) days of leave (per occurrence) without loss of pay and without charge to earned vacation or sick leave time for other members of the employee's immediate household or extended family, not defined above, may be granted at the discretion of the College President.

**ARTICLE XVII  
MATERNITY LEAVE**

- 17.01 Notification to Employer: Whenever an employee becomes pregnant, she shall furnish the Employer with a certificate from her physician stating the approximate date of delivery, the nature of work that she may do, and the length of time she may continue to work. Thereafter, upon request of the Employer, she shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days. The employee shall request a leave in writing, in accordance with the recommendations of her physician. Return from a maternity leave shall be in accordance with Section 13.11 (A). Maternity leave shall be defined as the period of disability due to child birth or pregnancy.
- 17.02 Use of Sick Leave: Employees on maternity leave during the period of their normal employment shall be entitled to use accumulated sick leave during the period between the date the employee's doctor certifies that such employee is incapable of performing normal duties and the date the employee's doctor certifies the employee is capable of resuming normal duties.

- 17.03 Salary Continuance Insurance: Employees disabled due to pregnancy or child birth are eligible for Salary Continuance Insurance benefits, consistent with the waiting period and all other provisions set forth in the present Salary Continuance Insurance Plan.
- 17.04 Resumption of Duties: Within six (6) weeks of the termination of pregnancy, the employee through a written certificate from her physician, shall express the date of resumption of her duties with the Employer. Limitations and/or restrictions of those duties must be so stated in writing by the physician prior to the resumption of duties.

**ARTICLE XVIII**  
**JURY DUTY - WITNESS SERVICE**

- 18.01 Jury Duty - Witness Service: Any employee covered by this Agreement subpoenaed for jury duty or as a witness shall be paid his/her regular wages and shall turn over to the Employer any monies, excluding mileage allowance, he/she shall receive as a result of such jury duty or witness service.

**ARTICLE XIX**  
**PERSONAL LEAVE**

- 19.01 Full-Time Employees: Full-time employees shall be entitled to up to two (2) days of personal leave each employment year. Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday. Personal leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend Union membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the College. Employees may, however, use personal leave to participate in Union or non-Union sponsored workshops, seminars, conferences or legislative activities (other than rallies) that they have determined to be of personal benefit, value, or importance. Personal leave shall be non-cumulative and shall be deducted from the employee's sick leave accumulation. Whenever possible, the employee shall notify his/her supervisor at least forty-eight (48) hours in advance of using personal leave. A "day" of personal leave is defined the same as a "day" of sick leave and may be used in the same increments as sick leave.
- 19.02 Part-Time Employees: All provisions of this Article shall apply to part-time employees.

**ARTICLE XX**  
**OTHER FULL AND PARTIAL LEAVES OF ABSENCE**

- 20.01 Application and Administration: An employee may apply for a full unpaid leave of absence or a partial unpaid leave of absence (temporary reduction in his/her regular hours of work) for any reason not otherwise provided for in this Agreement. Such leave is unrelated to, or in addition to, any unpaid leave that may be available to the employee under the Federal and/or State Family and Medical Leave Act.

The employee must make application for an unpaid leave of absence from the College.

The granting of such leave (full or partial) and the length of time for such leave shall be contingent upon the reasons for the request, at the discretion of the College President. Leaves of absence for educational purposes will be given special consideration.

A full or partial leave may be granted for up to twelve (12) months.

An employee granted a full unpaid leave of absence under this provision shall not be eligible to participate in the Employer's group benefit plans, except that an employee on such leaves under this paragraph may elect to continue coverage under the College's Group health and dental insurance plan, for the length of the leave of absence (unless prohibited by Wisconsin Statutes or the insurance carrier(s)), provided that he/she pays to the College the full premium costs.

An employee granted a partial unpaid leave of absence under this provision may be eligible to participate in the Employer's group benefit plans subject to the provisions and eligibility standards set forth in Section 23.04. If the employee granted a partial unpaid leave of absence is not eligible to participate in the Employer's group benefit plans as set forth in section 23.04 due to his/her partial leave of absence, such employee on such leave under this paragraph may elect to continue coverage under the College's group health and dental insurance plans for the length of the leave of absence (unless prohibited by Wisconsin Statutes or the insurance carrier (s)), provided that he/she pays to the College the full premium costs.

Hours of work that would have been performed by the employee on a partial leave of absence may be reassigned at the discretion of the College. If the hours of work that would have been performed by the employee on a partial leave of absence are re-assigned to another bargaining unit member(s), and if such additional hours temporarily change the employee's employment category, the employee who works the additional hours will be considered eligible for that employment category only for the duration of the assignment. The bargaining unit member assigned to perform such hours of work, as defined above, will return to his/her prior hours of work, as existed prior to the temporary change, upon return of the employee on a partial leave of absence.

Upon return from a full leave of absence under this Article, the employee shall be entitled to return to his or her former position, if available. If the former position is not available, the employee shall be returned to a position of like status and pay.

Upon expiration of the leave of absence, the employee will be allowed the subsequent twelve (12) month period to apply and be considered for job vacancies which are posted in accordance with Article XXII of this Agreement. If at the end of said twelve (12) month period the employee, for whatever reason, has not secured a regular or limited term bargaining unit position, all seniority and employment rights will be forfeited.

20.02 Restrictions: No leave of absence shall be granted for the purpose of seeking or engaging in other employment. No employee may engage in employment while on a leave of absence which would prevent the employee from fulfilling the stated purpose of the requested leave.

20.03 Seniority: Seniority shall continue to accrue for a period not to exceed two (2) years.

- 20.04 Union Notification: The Local Union President shall be notified in writing by the Employer of all requests for leaves under this Article at the time the request is made; and when each leave of absence is authorized, indicating the duration of such leave. The Employer shall also notify the Local Union President in writing in the event that a request for a leave of absence is denied indicating the reason for such denial.

## **ARTICLE XXI**

### **SENIORITY**

- 21.01 Definition: It shall be the policy of the Employer to recognize seniority. The date an employee is employed or reemployed in a regular full-time or regular part-time position shall become his/her net credited service date. The net credited service date shall be used in all computations that involve length of service and computation of benefits in other articles of this Agreement.
- 21.02 Application of Seniority: Seniority shall apply in promotions, transfers, layoffs, recall from layoffs, shift preference, and in filling vacant positions provided, however, that the qualifications of the employee shall be taken into consideration.
- 21.03 Seniority List: The Employer shall furnish the Local Union Secretary on or about February 1, and on or about August 1, with a list of seniority dates of all employees. The Union will raise any objections to the proposed seniority list within thirty (30) days of its receipt or it will be considered accurate as prepared.
- 21.04 Loss of Seniority: Employees shall lose their seniority for any of the following reasons:
- A. Discharge, if not reversed
  - B. Resignation
  - C. Absence from work for two (2) consecutive work days without notifying the Employer of the reason for such absence shall be considered as having resigned, unless the employee is unable to notify the employer due to the employee's own serious health condition as that term is defined in Wis. Stat. §103.10(1)(g).
  - D. Unexcused failure to return to work when recalled from a layoff as set forth in the recall procedure.
  - E. Unjustified failure to return to work after the expiration of a vacation period, leave of absence, or period for which worker's compensation was paid.
  - F. Retirement
  - G. On layoff for a continuous period of time equivalent to twenty-four (24) calendar months.
  - H. Accepting gainful employment not permitted under Section 20.02 when on a granted leave of absence.
- 21.05 Layoff and Bumping:
- A. Should a reduction in personnel become necessary in any department, employees in the affected classification therein shall be laid off in inverse order of their seniority. Prior to implementing the layoff procedure, the College will notify the Union President in writing of the position(s) it considers necessary to layoff. The Union President will receive copies of all correspondence to individuals being laid off and/or bumped. Before laying off the identified employee(s), the employer will seek volunteers from employees in the same classification with the equivalent authorized level (hours/months) as the employee(s) to be laid off. Volunteers will be sought via E-Mail for a minimum of

two (2) work days. If there are more volunteers than necessary, the volunteers will be laid off in order of seniority, from most senior to least senior. Volunteers do not have bumping rights, but shall be afforded all other rights as are set forth in this Article.

- B. If there are insufficient volunteers, the employee identified for layoff shall be provided at least twenty-four (24) hours notice of any meeting at which layoff/ bumping options will be presented to him/her. Following any such meeting, the employee shall be provided at least one workday to consider and select from the options.
- C. The employee identified for layoff may elect to be laid off or may elect to bump a less senior bargaining unit person subject to the condition, limitations, and procedures specified in (1) and (2) below:
  - 1. The employee identified for layoff may elect to bump the least senior bargaining unit person who, at the time bumping options are identified, is in the same job classification and employee category (full-time or part-time) as the employee identified for layoff, provided the employee identified for layoff has more seniority than that person.
  - 2. The employee identified for layoff may elect to bump an employee in a different job classification in his/her same pay range or in a lower pay range, but not in a higher pay range, subject to the following conditions, limitations, and procedures:
    - a. The College shall identify the least senior person in each of these pay ranges who, at the time bumping options are identified, is in the same employee category (full-time or part-time) as the employee identified to be laid off and who is in a position for which the employee identified to be laid off meets the minimum education and work experience qualifications. The employee identified to be laid off will provide the College with information necessary for the College to determine his/her qualifications.
    - b. Classification description(s) for the position(s) identified in paragraph 2(a) of this section will be made available by the College to the employee identified to be laid off (in either electronic or paper format). If the employee identified to be laid off meets the minimum education and work experience qualifications, but does not have one or more of the other required qualifications for the identified position, the next least senior person in that pay range will be identified, subject to the same conditions and limitations specified in paragraph 2(a) of this section for the first identified position in that pay range. The employee identified to be laid off cannot claim that he/she lacks a qualification that is a qualification for his/her current position or any previous position he/she held with the College.
    - c. This process will continue until the least senior person is identified in each applicable pay range that the employee identified to be laid off is qualified to bump or until it is determined that there is no person in that pay range that the employee identified to be laid off

is qualified to bump. Through this process, no more than one possible bumping option will be identified for each pay range.

- d. The employee identified to be laid off may bump any person identified in paragraph 2(c) of this section provided he/she has more seniority than the person being bumped and provided he/she meets the same testing standards that would be used in filling the bumped person's job through the normal posting process. An employee who has not taken the tests required for said job within the twelve months prior to the date he/she is informed of his/her layoff will be given an opportunity to take said tests. Oral exams will be monitored by the College's department of Human Resources.
  - e. If the employee identified to be laid off does not pass the required test(s) for one of the available options, he/she may take the test(s) for any of the other options identified in paragraph 2(c) of this section. If the employee identified to be laid off passes the test(s) for a selected option, he/she must either bump into that position or elect to be laid off. He/she may not take the test(s) for any other option(s).
3. If the employee identified to be laid-off is not eligible or qualified to bump another bargaining unit person, he/she will be laid off.
  4. For the purposes of bumping only, the classifications in Range F (6), beginning "Administrative Assistant" shall be considered the same classification.
  5. Regular full-time employees can only bump a less senior regular or limited term full-time employee, or, at the regular full-time employee's discretion, he/she may bump a less senior regular or limited term part-time employee. Regular part-time employees can only bump regular or limited term part-time employees.
  6. If, during the process of determining which position(s) an employee identified to be laid off is qualified for, he/she indicates he/she does not have a particular qualification, he/she is ineligible to obtain any position through the job posting process that requires that qualification for a period of one year from the time he/she indicated he/she did not have that qualification, unless he/she can document the acquisition of that qualification in the time between the layoff and the posting.
- D. An employee who is bumped in accordance with paragraph (C) above shall be afforded the same bumping rights provided in paragraph (C) above, but if such employee is unable to bump any other employee, such employee shall be laid off.
  - E. Where two or more employees have the right to bump, the above bumping rights shall be exercised by such employees in the order of their seniority from most senior to least senior.
  - F. An employee who declines to exercise his/her bumping rights when first made available shall not thereafter be allowed to exercise bumping rights resulting from that layoff situation.

- G. An employee who is bumped out of his/her position shall have the preferential right to return to such position if for any reason it should become vacant within sixty (60) days from the time the employee is bumped from it.
- H. The employee to be laid off (i.e., not eligible or qualified to bump or elects to be laid off) and the Union will be given at least thirty (30) calendar days notice of layoff. In lieu of providing the thirty (30) calendar days notice of layoff as set forth above, the College in its sole discretion may instead provide the employee with the equivalent regular amount of pay and insurance benefits the employee would have received over the thirty (30) calendar day period. This compensation shall cover any layoff notice requirements under this Article.
- I. No bargaining unit employee will be laid off, remain on layoff status, or have his/her authorized number of weekly hours or authorized number of work days per year reduced while temporary, casual, student workers (excluding work study), college-funded interns or subcontracted employees are performing work that the bargaining unit employee is qualified to perform provided such work is located in one building. The determination of said employee's building location is at the discretion of the College. The College and Union may mutually agree to waive this one building location limitation. The College and the Union mutually agree that the implementation of this provision may result in work schedules that do not have consecutive work days or consecutive work hours.

The College and Union mutually agree that employees who are placed into such positions are exempt from sections 8.01 and 8.02. The employee shall be deemed qualified provided such employee meets the same minimum qualifications and testing standards that would normally be used in filling the job. An employee who has not taken the tests required for said job within the twelve months prior to the date he/she is informed of his/her layoff will be given an opportunity to take said tests.

A bargaining unit employee who assumes the duties of a temporary, casual, student worker (excluding work study), College-funded intern, or subcontracted employee in such a circumstance as described above shall be paid his/her wage rate, or Reclassification section 25.08 may be implemented by either of the parties if the duties and/or the responsibilities of the bargaining unit employee significantly change. The bargaining unit employee may elect to be laid off rather than assume such work.

#### 21.06 Recall From Layoff:

- A. The recall of laid off employees shall be in order of their seniority to positions for which they meet the minimum qualifications and testing standards and are physically able to perform the duties required of the position. An employee will be considered to be laid off for recall purposes starting on the date it is determined he/she will be laid off (not eligible or qualified to bump another person or elects to be laid off). An employee will be deemed qualified in the event that he/she is recalled to the same job classification from which he/she was laid off.

Temporary disability of an expected duration of forty-five (45) calendar days or less due to illness or injury shall not result in an employee being declared "physically unable" to perform the available work.

If a person is temporarily disabled for a period greater than forty-five (45) calendar days, he/she will be bypassed for such recall. However, he/she shall not forfeit subsequent recall rights.

- B. Notice of recall shall be sent by certified mail to the last known address of the employee on file with the College. An employee shall indicate his/her intent to return to work within five (5) work days of the receipt of the notice of recall, and shall report to work within ten (10) work days thereafter if employed elsewhere or within five (5) work days thereafter if not employed, unless unable to do so due to temporary disability as defined above or other reasonable excuse.
- C. The names of laid off employees shall remain on a recall list for a period equivalent to twenty-four (24) calendar months from date of lay off.
- D. Recall rights shall end should an employee refuse recall to a position, except as provided below. Employees on layoff status may refuse recall to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of rights to the next available position for which the employee is qualified. Employees on layoff status shall not lose rights to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the College. For the purpose of this section, substantially different FTE is defined as a change from the employee's present employment status to a different employment status. For the purpose of this section only, the applicable employment status encompasses the following: full-time school term, full-time ten (10) month, full-time twelve (12) month, unique work year as set forth in 6.08, part-time school term, part-time ten (10) month, part-time twelve (12) month, part-time (eligible for benefits), and part-time (not eligible for benefits).
- E. Insurance Benefits During Layoff: Laid-off employees, who are eligible, may continue group insurance coverage available through the College during the recall period, but not to exceed eighteen (18) months, by reimbursing the College for premium costs.
- F. Accrued Benefits During Layoff: Laid-off employees shall suffer no loss of sick leave, vacation or other accrued benefits or seniority accrual when recalled. Sick leave days and vacation shall not accrue while an employee is on full layoff status.
- G. Other Employment During Layoff: No employee on full or partial layoff shall be precluded from securing other employment while on layoff status. Casual or substitute work with the College during the recall period shall not extend the recall period.

## **ARTICLE XXII** **JOB POSTING**

- 22.01 Job Vacancies: Whenever the Employer decides to fill any vacancy in a classification listed in the Appendix, or in any new classification covered by this Agreement; such job vacancy shall be filled through the procedure set forth below. Vacancies will be posted internally and filled, if qualified internal applicants apply, prior to implementation of the bumping or recall procedure in Article XXI. The job posting for Limited Term vacancies will indicate if the position is tied to a grant or project.

Each WCESP position vacated (that is to be refilled) will be posted except in the following situation:

Where there is more than one (1) position with the same classification title in the same department, with the same number of work hours (per week and per year), and on the same shift, the duties, assignments and schedules of the employees currently occupying the other positions within that classification may be rearranged, if necessary, for valid business reasons, prior to posting the resultant vacancy. Employees in the classification in the department are not precluded from applying for the resultant vacancy.

If one or more of the following conditions exists, the vacancy resulting from a position having been vacated will be posted:

- a. The position to be filled is in a different department than the department of the position that was vacated;
- b. The position to be filled has a different number of work hours (per week and/or per year) than the hours of the position that was vacated;
- c. The position to be filled is on a different shift than the shift of the position that was vacated.

#### 22.02 Posting Procedure:

- A. The College will communicate each job vacancy to employees via an electronic (E-Mail) message addressed to all users of the College's E-Mail system. The E-Mail message and/or attachment thereto shall be maintained on the E-Mail system for at least five (5) working days in overlapping weeks, and shall set forth the position, rate of compensation, the normal start and end times, and a brief description of the duties, responsibilities and qualifications which are characteristic of the position. If a job vacancy requires a test to be taken, information will be included in the job vacancy posting as to what skill(s) will be tested. Employees interested in being considered for the vacancy must apply via E-Mail or in person to the Human Resource Services Department by the stated deadline.
- B. An employee taking a vacation of ten (10) working days or less may authorize a Union representative to apply on his/her behalf. The authorization must be in writing and shall indicate the dates of the employee's vacation.
- C. A copy of each job vacancy to be filled shall be provided to the president of the Union and up to fourteen (14) persons designated by the Union.

#### 22.03 Selection:

- A. Employees who have applied for a vacancy will be considered provided:
  1. They have completed their initial probationary period as specified in Section 7.01.
  2. They meet the minimum education and work experience qualifications established for the position.
  3. The Employer has the right to administer tests to help determine applicants' qualifications for positions. The Union and the College will annually conduct information sessions on the current testing process and provide E-mail or

other written communication on the testing procedure to all employees. The most senior employee who desires the vacant position, who has passed all required tests for the vacant position, who meets all other minimum qualifications for the vacant position, and who is not a relative of the immediate supervisor of the vacant position shall be awarded said position. Any dispute involving the qualifications of an employee may be submitted to the grievance procedure. For the purpose of this section, "relative" shall be defined as spouse, child, parent, brother, sister, stepchild, stepparent, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

- B. The selection procedures in paragraph A above shall apply when filling these vacancies with the following exception:

If an employee returns to his/her previous position within the probationary period as outlined in Section 22.04, below, the list of qualified candidates used to fill the original vacancy will be used to refill the vacancy.

- C. Individual test results are valid and applicable for two (2) years. Test scores shall be maintained by the Director of Human Resource Services, or his/her designee, and shall remain confidential except that they may, with advance notice to the Director of Human Resource Services, be inspected during normal business hours by the Union president or his/her designee. Employees who do not pass a required test will, upon request to the Human Resource Services Department, be informed of the areas where mistakes occurred.
- D. Employees who have accepted a lateral transfer or a transfer to a lower rated classification under the provisions of this article shall not be eligible for another lateral transfer or a transfer to a lower rated classification (as defined in Section 25.05) for a period of twelve (12) months.
- E. Limited Term Employees (LTE) will be considered for the vacant position only if no regular employees who meet the qualifications apply. The hiring supervisor shall select from the three (3) most senior LTE's who meet all the conditions specified in 22.03 (A).

- 22.04 Unless the Employer decides not to fill a vacancy, the selection decision shall be made within thirty (30) calendar days following the application deadline stated on the vacancy notice.

Probation: Employees working in a position obtained through posting shall serve a probationary period of thirty (30) days worked. If, during such probationary period, the selected employee fails to demonstrate that he/she can perform in the new position, he/she shall be returned to his/her former position. The employee may also elect to return to his/her former position during such probationary period provided he/she has not done so under this section within the previous twelve (12) months.

### **ARTICLE XXIII INSURANCE**

- 23.01 Health/Dental Insurance: All references in this Agreement and its appendixes to health insurance and dental insurance shall apply to both fully insured and self-insured or self-funded insurance plans.

The Health and Dental Insurance plans will continue to be self-funded, administered by Great West Life and Annuity Insurance Company as described in Great West's (Gen Am's) proposal, dated March 8, 2001 (with the following modifications), or equivalent. The self-funded health benefits will be the same as those in the insurance contract between the District and Blue Cross Blue Shield that was in effect January 1, 2001, except for the following:

- ◆ Effective July 1, 2007, or the effective date of this agreement, whichever is later, the lifetime maximum benefit limit will be \$5,000,000;
- ◆ the PPO network will be HCN;
- ◆ effective September 1, 2003, the calendar year deductible will be \$300 per person/\$900 per family for in network services and \$400 per person/\$1,200 per family for out-of-network services;
- ◆ effective September 1, 2003, there will be a \$100 co-pay for emergency room services (waived if admitted to the hospital);
- ◆ effective September 1, 2003, there will be a three-tier prescription drug co-pay of \$10/\$20/\$40 with a charge of only two co-pays for a three month supply obtained through mail order and with a \$1,500 per person calendar year out-of-pocket limit;
- ◆ effective July 1, 2007, or the effective date of this agreement, whichever is later, there will be a five hundred dollars (\$500) per person calendar year benefit for preventive/wellness medical services provided by a qualifying health care professional, as defined under the plan, that are not covered under another provision/benefit of the plan. This benefit is not subject to the annual deductible. (See Appendix J.)
- ◆ effective September 1, 2003, and after a person reaches age 50, routine colonoscopies received at intervals of five years or more will be a covered benefit.
- ◆ effective September 1, 2003, drugs and other devices prescribed for birth control will be a covered benefit.

The current dental plan, self-funded and administered by Great West, or equivalent, will continue. The benefits will be the same as those in the insurance contract between the District and Blue Cross Blue Shield that was in effect January 1, 2001, and as amended July 1, 2007. The dental plan is free standing, with a maximum benefit of \$2,000 per person per calendar year, \$55 deductible per person per calendar year, 80% paid co-insurance option, with no deductible to be applied on two diagnostic exams with bitewing x-rays and cleaning per year, and orthodontics paid at 60% with a \$2,000 lifetime maximum.

- A. Health Insurance Premium Costs: The Employer shall pay ninety five percent (95%) of the health insurance premium costs for full-time employees.
- B. Dental Insurance Premium Costs: The Employer shall pay ninety five percent (95%) of the dental insurance premium costs for full-time employees.
- C. Employee Payments: Any premium costs in excess of the amounts in paragraphs A and B above shall be paid by participating employees.
- D. Cafeteria Plan/Flexible Spending Account: The College will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account under applicable sections of the Internal Revenue Code (§105, §106, §125, and §129) to permit employees to set aside pre-tax earnings in the following accounts:

- a. Payment of insurance premium amounts (IRC §106);
- b. Permitted medical expenses not covered by the insurance plan (IRC §105) to a maximum of five thousand dollars (\$5,000) per calendar year, and
- c. Dependent care costs (IRC §129) subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules, and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§105, §106, §125, and §129).

E. Health Insurance Coverage for WCTC Employed or Retired Family Members:

1. When two (2) or more WCTC employees/retirees who are eligible for College health and/or dental insurance can be insured under one family plan, WCTC will provide those employees/retirees with only the one family health and/or dental plan.
2. In consideration of providing only one (1) family plan, WCTC will waive the required employee/retiree paid premium contribution up to an amount equal to the premium contribution WCTC would normally make on behalf of the employee(s)/retiree(s) who is (are) not the named insured.
3. In the event the named insured becomes ineligible to continue in the College's health and/or dental plan, or the other employee(s)/retiree(s) covered under the named insured's plan become ineligible to remain insured under the named insured's plan, the other covered employee(s)/retiree(s) shall automatically be eligible to enroll in the College's group health and/or dental plan(s) (i.e., become the named insured). This eligibility to become the named insured is conditioned on the employee(s)/retiree(s) occupying a position for which health and/or dental insurance is an available benefit.
4. In the event a flexible benefit program is implemented at some future date, which allows employees/retirees to choose between medical insurance (health and dental) and another benefit or cash, nothing in this Agreement shall become binding on WCTC, Union, or the employees/retirees referred to herein.

F. Changes in Health Insurance Benefit Election – Qualifying Events:

Employees may revoke their benefit election for health insurance and make a new election for the remainder of the coverage period when both the revocation and new election are due to and consistent with one of the following qualifying events and when both are made within 30 days of the date of the qualifying event.

1. Marriage or divorce.
2. Death of spouse or child.
3. Birth or adoption of a child.
4. Termination or commencement of employment of spouse.
5. Change in employment status of employee or spouse from full time to part time or vice versa.
6. The taking of an unpaid leave of absence by either the employee or spouse.

- G. Survivor's Benefits: In the event of an employee's death and at the family's request, the employee's insurance coverage, as defined in this section, shall continue in full force for a period of three (3) months at Employer expense. Thereafter, the family of an employee with a minimum of five (5) years of service may participate in the group health insurance plan at their own expense for a period equivalent to the number of years of service. Should the surviving spouse remarry, die, or the surviving children (assuming no surviving spouse) reach legal age prior to the expiration period, this extended coverage would cease immediately. Survivors of employees with less than five (5) years of service may participate in the group health insurance plan for the period of time and under the terms and conditions specified in State and Federal laws, provided that they pay to the College the full premium costs.

Note: As of the effective date of this Agreement, Wisconsin Statutes provides for up to eighteen (18) months of continued coverage under certain conditions and Federal law provides for up to thirty-six (36) months of continued coverage under certain conditions.

If an active employee dies prior to application for retirement, but has met the eligibility requirements as outlined in 23.02 below at the time of his/her death, the employee's spouse is eligible for the spousal retirement benefits outlined in 23.02 below.

23.02. Retiree's Insurance:

A list of all of the employees, by name, who are eligible for the benefit set forth in 23.02, Section A, is contained in Appendices D, E, and F.

A. The following provision is applicable only to employees hired before January 11, 2006:

Retirees of WCTC with a minimum of twenty (20) years of service with the College, who are at least sixty-two (62) years of age when they retire, (see Appendices D and E for exceptions), shall be eligible to participate in the group health and dental insurance plan(s) set forth above for active group employees until they reach eligibility for Medicare, and thereafter in a Medicare supplement program which, in conjunction with Medicare, provides similar benefits to those provided under the group plan for active employees. In the event of a retiree's death, the surviving spouse may continue on an individual plan only until eligibility for Medicare and there-after in a Medicare supplement program. The College will contribute health insurance premium costs to the maximum amounts it pays for active employees. Any health insurance premium costs in excess of these amounts to be paid by participating retirees or surviving spouses. The College will contribute dental insurance premium costs to the maximum amounts it pays for active employees. Any dental insurance premium costs in excess of these amounts to be paid by participating retirees or surviving spouses. A retiree who marries (or remarries) after his/her retirement date shall not be permitted to add his/her spouse to the plan.

Eligible bargaining unit members, as defined above, will provide a minimum of thirty (30) days advance notice of retirement unless illness or extenuating circumstances cause a need for retirement without notice as requested herein.

B The following provision is applicable only to employees hired on or after January 11, 2006, except as provided for in Section 3, below:

Retirees of WCTC, with a minimum of fifteen (15) years service with the College, who are at least fifty-seven (57) years of age when they retire, shall be eligible to participate in the group health and dental insurance plan(s) set forth above for the active employees for ninety-six (96) months. If the retiree becomes eligible for Medicare prior to the expiration of the ninety-six (96) months, the college shall, at that time, provide a Medicare supplement program which, in conjunction with Medicare, provides similar benefits to those provided under the group plan for active employees.

The ninety-six (96) months shall commence on the first of the month following the last month the employee works for the College.

The College will contribute to health insurance premium costs to the maximum amounts it pays for active employees. Any insurance premium costs in excess of these amounts to be paid by participating retirees or surviving spouses. A retiree who marries (or remarries) after his/her retirement date shall not be permitted to add his/her spouse to the plan.

The College will contribute dental insurance premium costs to the maximum amounts it pays for active employees. Any dental insurance premium costs in excess of these amounts to be paid by participating retirees or surviving spouses. A retiree who marries (or remarries) after his/her retirement date shall not be permitted to add his/her spouse to the plan.

Eligible bargaining unit members, as defined above, will provide a minimum of thirty (30) days advance notice of retirement unless illness or extenuating circumstances cause a need for retirement without notice as requested herein.

C. Option for Employees hired prior to January 11, 2006:

Employees hired prior to January 11, 2006, who meet the eligibility requirements under 23.02, Section B, may elect to take the early retirement benefit provided in 23.02, Section B, in lieu of the benefit provided for in 23.02, Section A. The benefits provided for such employees under 23.02, Section B, will be in place of, and not supplemental to, benefits allowed underneath 23.02, Section A, of this agreement. Eligible employees electing the benefits under 23.02, Section B, explicitly waive any claim to the benefits provided under 23.02, Section A.

D Voluntary earlier retirement option for employees hired prior to January 11, 2006:

1. Eligible Employees: All regular full-time and regular part-time office, custodial, and food service employees, laboratory assistants, instructional assistants, high school relations assistant, programmers, and technicians in the employ of Waukesha County Technical College, in positions eligible for insurance benefits who were hired prior to January 11, 2006.
2. Age and Service Requirements: Employees must have completed a combination of age and years of service in one or more eligible categories of employment with the College equaling seventy-five (75) or more. The minimum retirement age is fifty-five (55). The minimum

number of years of service in eligible categories of employment with the College is twenty (20). Years of service for this retirement option will be determined and counted in the same way as years of service are determined and counted for under 23.02, Section A.

3. Benefits: Eligible employees who retire under this retirement option can continue in the College's group health and dental insurance programs after retirement. Employees retiring under this retirement option who drop any of the insurances covered by this retirement option after they retire may not re-enroll in those insurance(s) at a later date. All persons covered by the College's group health and/or dental insurance programs after retirement must enroll in Medicare when they are first eligible to do so. Surviving spouses of deceased retirees can continue their retiree health and dental insurance coverage, in an individual plan only, providing the surviving spouse was married to the retiree on the date the retiree retired. A retiree who marries or remarries after his/her retirement date may not add his/her spouse to the insurance plan.

The College will pay that portion of the monthly group insurance premium costs (health, dental, life) that, over the average lifespan of the retiree and retiree's spouse, if married, would equal the cost of the insurance premiums the College would have paid over the average lifespan of the retiree and retiree's spouse, if the retiree had not retired until age 62. The average life span of the retiree and retiree's spouse will be based on the life expectancy tables used by the Social Security Administration. The portion of premiums paid by the College for these retirees will be changed consistent with future changes in the portion of insurance premiums paid by the College for persons retiring at age 62 or later. Eligible employees enrolled in a family plan of health and/or dental insurance on their date of retirement under this plan may elect to convert their insurances to individual plans of insurance effective the first date of their retirement and, if they do, the College will pay premium costs of the individual plans up to the amount it would have paid for family plans of insurance for that retiree (based on the same actuarial determination described above). If this election to convert from family plans to individual plans is made, the retiree may not convert back to family plans, for any reason.

4. Application Deadlines and Retirement Dates: Eligible bargaining unit members, as defined above, are required to apply for retirement at least three (3) months in advance except as provided for below. Bargaining unit members who meet the eligibility criteria in 23.02, Section D (1) or (2) above, and who are eligible for a disability annuity from the Wisconsin Retirement System may retire under this retirement option prior to the expiration of the medical leave of absence without providing at least three (3) months notice of such intent to retire. Such employees are exempt from the application approvals and limitations set forth in Section D (5) below.
5. Application Approvals and Limitations: The College, at its sole discretion, can limit the number of members of the bargaining unit that are permitted to retire at any one time. The limit may vary from year to year. The College may also limit the number of employees within a department who can retire at any one time. If the number of retirement applications

exceeds the limit set by the College, retirements, up to the allowable limit, will be approved in the order of their total years of service in eligible categories of employment.

An employee may not retract his/her retirement application after the College accepts it subject to the limitations contained in the Voluntary Separation Agreement and state and federal law, (e.g., the Federal Age Discrimination in Employment Act of 1967 (29 U.S.C 621 et seq.) as amended by the Older Workers Benefit Protection Act (S 1511 1990) and the Wisconsin Fair Employment Act (sec. 111.31, 111.33, Wis. Stats)).

6. Separation Agreement: Participation in this retirement option is conditioned on the employee signing a *Voluntary Separation Agreement*, in a form satisfactory to the College, which includes, among other provisions, a waiver of all possible claims against the College and an agreement not to seek re-employment with the College unless the College agrees in writing to allow the retiree to seek re-employment.

- 23.03 Employee Life Insurance: During the term of this Agreement, the Employer shall continue to provide and pay the full premium cost of the Group Life Insurance Plan currently in effect, or equivalent coverage, for all full-time employees covered by this Agreement for each month they work. Each eligible employee shall be provided with life insurance coverage equal to one and one-quarter (1-1/4) times his/her annual salary, with the resulting amount adjusted to the next highest thousand. The maximum annual covered salary shall not exceed the maximum annual salary for that year as specified in the negotiated salary schedule.

Effective July 1, 2007, an employee who retires under Article 23.02, Retiree Insurance, may elect to continue in the College's group life insurance plan by remitting the required premium to the College on an advanced billing basis. Upon continued payment of the premium, coverage will be continued in full until age seventy (70). At age seventy (70), the retiree's life insurance will be reduced by twenty-five percent (25%) on the first day of the first full month after the retiree's birthday. On the next two (2) anniversaries, the life insurance will be reduced by the same dollar amount. The final life insurance policy will not be less than twenty-five percent (25%) of the originally scheduled amount.

- 23.04 Salary Continuance Insurance: During the terms of this Agreement, the Employer shall continue to provide and pay the full premium cost of the Salary Continuance Insurance Plan currently in effect, or equivalent coverage, for all full-time employees covered by this Agreement for each month they work. The policy shall provide up to ninety percent (90%) of salary after a sixty (60) calendar-day waiting period. This salary shall be tied into worker's compensation, STRS disability, and primary and dependent Social Security benefits. The maximum covered annual salary shall be the maximum annual salary for that year as specified in the negotiated salary schedule.

- 23.05 Part-Time Employees: Part-time employees, working in positions authorized at twenty (20) or more hours per week, may participate in the insurance programs listed in Sections 23.01, 23.02, 23.03, and 23.04. For part-time employees participating in the Group Life Insurance or Salary Continuance Insurance plans, the employer shall pay the full premium costs. For part-time employees participating in the Group Health or Dental Insurance plans, the employer shall contribute toward the premium costs an amount equal to one-half (1/2) of the premiums.

Part-time employees hired prior to 7/1/85, who are participating in any of the insurance programs listed in Sections 23.01, 23.02, 23.03, and 23.04 whose position's authorized hours are reduced to less than twenty (20) hours per week, may continue to participate in said insurance programs. The employer shall contribute toward the health/dental premium costs an amount equal to one-half (1/2) of the premiums. The employer shall pay the full premium costs for the Life and Salary Continuation Insurances.

- 23.06 Premium Continuation: For a maximum of eighteen (18) months, the Employer shall continue to pay the premiums for the insurance coverage specified in Sections 23.01, 23.02, 23.03, 23.04, and 23.05 for employees who are on leaves of absence under the provisions of Section 13.11 (A), and for employees who are receiving temporary disability benefits under Worker's Compensation.
- 23.07 Ten Month Employees and School Term Employees: The Employer shall reimburse all ten (10) month employees and school term employees who only work the fall and spring semesters for the appropriate premiums associated with the insurance coverage specified in Sections 23.01, 23.02, 23.03, 23.04, and 23.05 which these employees were required to pay during the period they do not work, after the employee has returned to work for one (1) month.
- 23.08 Change in Carrier: While the selection of the insurance carrier or carriers is at the sole discretion of the Employer, in the event that the Employer proposes to change the carrier, the Union shall be provided a copy of the policy offered by any such replacing carrier at least thirty (30) calendar days prior to the contemplated changes.
- 23.09 Supplemental Life Insurance: Employees who are participating in the College's group life insurance plan may purchase additional life insurance for themselves and/or for their spouse and dependent children in the amounts specified below.

Additional Life Insurance	One or two times the employee's basic annual
For Employee	salary adjusted to the next highest thousand dollars
Life Insurance For Spouse/	\$20,000 spouse
Dependent Children of Employee	\$10,000 each child

The full premium cost for additional life insurance for employees and life insurance for the employee's spouse and dependent children shall be paid by the employee through monthly payroll deductions. Eligibility for additional life insurance and spouse/dependent children life insurance shall be subject to the terms and conditions of the group life insurance carrier/administrator.

**ARTICLE XXIV**  
**WISCONSIN RETIREMENT SYSTEM**

- 24.01 Retirement Fund Contribution: The Employer shall participate in the Wisconsin Retirement System and shall contribute, in addition to the Employer's share, the employee's share of contribution to such fund up to and including six and five tenths percent (6.5%) of the employee's earnings.

**ARTICLE XXV**  
**WAGES**

- 25.01 Classifications and Rates: The classification and salary plan shall be made a part of this Agreement and attached hereto in the Appendix.
- 25.02 Pay Periods: Employees shall be paid on the fifteenth and the last day of each month. The pay statement shall provide information concerning the rate of pay, the number of hours worked, the amount of overtime worked, and the deductions made. If a payday falls on a holiday or weekend, employees shall be paid the day prior to the holiday or weekend.
- 25.03 Salary Adjustments: Adjustments in an employee's rate of pay shall be effective at the beginning of the pay period in which the employee becomes eligible for the adjustment.
- 25.04 Within the Range Salary Increase: Newly hired employees shall be placed at the minimum step of their classification's salary range and shall be advanced to the next step after successful completion of their probationary period. They shall be eligible for subsequent step increases based upon satisfactory completion of the time specified in the salary schedules as being required for advancement to that step.
- 25.05 Promotions, Transfers:
- A. Promotion: A promotion is the movement of an employee from a position in one classification to a position in another classification having a higher maximum wage.
- Effective July 1, 2009, upon promotion, an employee shall be placed on the lowest step of his/her new classification's salary range which will provide an increase in pay of at least seventy-six dollars and fifty cents (\$76.50) per month (effective July 1, 2010, seventy-eight dollars and three cents (\$78.03) per month) when calculated on the basis of a full-time position. Thereafter, he/she shall be advanced in the range in accordance with the date of placement in the new position.
- B. Lateral Transfer: A lateral transfer is the movement of an employee from one position to another of the same classification in a different department or the movement from one classification to a different classification in the same range. Upon lateral transfer to a position in the same classification, an employee shall remain in his/her current pay step and continue to be eligible for step increases on the same schedule and basis as before the transfer. Upon lateral transfer to a position in a different classification, an employee shall remain in his/her current pay step. Thereafter, he/she shall be advanced in the range in accordance with the date of placement in the new position.
- C. Transfer to a Lower Rated Classification: An employee transferring from a position in one classification to a position in another classification having a lower maximum wage will be placed on the step in the lower classification based on his/her years of service. Thereafter, he/she shall be advanced in the range in accordance with the date of placement in the new position, except that if the transfer to a lower rated classification is the result of bumping pursuant to Article XXI, he/she shall be advanced in the range on the same schedule and basis as before the transfer to a lower rated classification.

25.06 Night Shift Differential:

- A. Effective July 1, 2009, the Employer shall pay a second shift differential of forty-one cents (41¢) per hour (effective July 1, 2010, forty-two cents (42¢) per hour) to all employees for all hours worked when one-half or more of the employee's regular hours fall between the hours of 3:00 p.m. and 9:59 p.m. An employee whose regular hours are changed on an occasional or sporadic basis shall receive the shift differential of forty-one cents (41¢) (effective July 1, 2010, forty-two cents (42¢) per hour) for the actual hours worked between 3:00 p.m. and 9:59 p.m.
- B. Effective July 1, 2009, the Employer shall pay a third shift differential of fifty-one cents (51¢) per hour (effective July 1, 2010, fifty-two cents (52¢) per hour) to all employees for all hours worked when one-half or more of the employee's regular hours fall between the hours of 10:00 p.m. and 6:59 a.m. Effective prospectively from the date of the ratification of this agreement, the above third shift differential shall be paid for all hours worked when one-half or more of the employee's regular hours fall between the hours of 10:00 p.m. and 8:59 a.m.<sup>1</sup>

An employee whose regular hours are changed on an occasional or sporadic basis shall receive the shift differential of fifty-one cents (51¢) (effective July 1, 2010, fifty-two cents (52¢)) for the actual hours worked between 10:00 p.m. and 8:59 a.m.

- C. Employees who work additional hours by beginning prior to the start of their regular shift, or working beyond the end of their regular shift, shall be paid the shift differential they normally receive in their regular shift for all such additional hours worked.

25.07 New Classifications and Employer Modifications to a Classification Description: When a new classification is created, or when a position is vacated and the classification description is modified, one (1) College representative and one (1) Union representative of the parties' Joint Classification Evaluation Team will meet and evaluate the position according to the job evaluation system. The parties agree to make every effort to accomplish this evaluation prior to the time the position is posted and filled. If this cannot be accomplished, the College may in interim establish a tentative wage rate and fill the vacancy at that rate.

If the two representatives of the parties' Joint Classification Evaluation Team cannot agree, the position will be forwarded to the third party neutral person that WCTC and the Union jointly agreed upon to do classification evaluations. That person's decision will be final and binding on both parties and may not be grieved. The fees and expenses of that person shall be shared equally by WCTC and the Union. Resulting wage rates for new classifications not resulting from a reclassification shall be effective from the date the incumbent began employment in the new classification.

25.08 Reclassification: When an employee, or group of employees within the same classification, believes that his/her or their job responsibilities and duties have significantly changed, he/she or they may request a classification evaluation in accordance with the College's Classification Evaluation Procedure, which can be obtained from the Human Resource Services Department or accessed on-line at the

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<sup>1</sup> Those custodial/maintenance employees (i.e., Scott Heian) who have been receiving the third shift differential as of the date of ratification of this Agreement shall be included in this provision, Section B, above, provided one-half or more of their regular hours fall between 11:00 p.m. and 9:59 a.m.

site of all College Administrative Procedures. Such requests must be submitted to the employee's immediate supervisor by December 1. Reclassification resulting from classification evaluations will be effective retroactive to the December 1 filing deadline.

- A. The College will send to the Union President copies of new and/or revised classification descriptions, which will contain highlights of any areas that have been changed from previous classification descriptions.
- B. If a position is reclassified to a lower paid classification, the incumbent employee in the reclassified position is grandparented at his/her classification as of the date preceding the reclassification determination. The position, formerly held by the incumbent employee, is reclassified downward the day after the incumbent permanently leaves the position.

*Note: The parties have agreed to a side bar agreement providing a two-year trial period to modify 25.08 in the following manner. 1) Establish two filing deadlines per year for reclassification requests – May 1<sup>st</sup> and November 1<sup>st</sup>; and 2) Adjust the effective date of the reclassification retroactive to the applicable filing deadline, i.e. May 1<sup>st</sup> or November 1<sup>st</sup>. The parties have also agreed that for the 2007-2008 contract year only the November 1<sup>st</sup> filing deadline will be modified to December 1<sup>st</sup>.*

- 25.09 Step-Up Pay: Effective July 1, 2009, an employee, working in a higher rated classification for four (4) or more hours in any day, shall be paid for such work at the lowest pay step in the higher classification that is at least seventy-five dollars (\$75) per month above his/her regular monthly pay rate. (Based on a full-time position.)

An employee receiving step-up pay for thirty (30) or more consecutive work days will receive the step-up pay for any paid days off (holidays, sick days, snow days, vacation days, etc.) that fall within the time period that such step-up pay is effective.

- 25.10 Automobile Mileage Reimbursement Plan: Employees who are directed to use their own personal automobile during the course of performing their duties for the College shall be paid a mileage reimbursement allowance at the College rate established by the Board for each mile driven. The plan will operate on a monthly basis and claims for any mileage reimbursement for a particular month shall be submitted following the end of the month. Employees shall use their personal automobile on College business only to the extent they are authorized to do so. Employees are expected to procure adequate liability insurance.

- 25.11 Delays in Promotion: In the case of promotions, the compensation of the employee to be promoted shall not be adversely affected by a delay in filling the job from which the employee is promoted. Unless the job posting indicated that the job vacancy would not be filled on an immediate basis, an employee selected to fill a new job who cannot be transferred to that job within twenty (20) days from the date on which he/she was formally notified of the selection shall be paid on the basis of the appropriate wage step of the new wage schedule following such twenty (20) day period.

## **ARTICLE XXVI** **LONGEVITY**

- 26.01 Administration: All employees covered by this Agreement shall be entitled to longevity pay. Such longevity pay shall be computed and added to the base pay of each employee. Adjustment in longevity pay from one step to another shall be made on the first pay period

following the employee's anniversary date of employment according to the schedule set forth below.

26.02 The schedule of longevity payments for eligible employees shall be as follows:

After 4 years of employment	\$20.40 per month
After 10 years of employment	\$25.50 per month
After 15 years of employment	\$30.60 per month
After 20 years of employment	\$35.70 per month

Effective July 1, 2010, the schedule of longevity payments for eligible employees shall be as follows:

After 4 years of employment	\$20.81 per month
After 10 years of employment	\$26.01 per month
After 15 years of employment	\$31.21 per month
After 20 years of employment	\$36.41 per month

26.03 Part-Time Employees: Part-time employees shall be eligible for one-half (½) longevity pay, however, no part-time employee, receiving longevity pay as of October 25, 1983, shall have their longevity pay reduced as a result of this section.

## **ARTICLE XXVII**

### **SAFETY**

27.01 Policy: It is the policy of the Employer to provide for the safety of its employees during the hours of their employment.

27.02 Safety Committee: The Union shall be allowed to have a mutually agreed upon representative on the Safety Committee. It is the responsibility of the Safety Committee to recommend the establishment of safety rules and safe working conditions for the employees of this College, including addressing environmental and stress-related issues affecting employees of the bargaining unit.

27.03 Safety Equipment and Clothing: When the work assigned to any employee requires safety equipment or clothing, such equipment or clothing shall be furnished by the Employer without cost to the employee.

27.04 Safety Shoes: The College will purchase safety shoes for employees requiring safety shoes subject to the following conditions:

- A. The College will pay the cost of safety shoes up to the maximum amount established by the Safety Committee.
- B. Safety shoes must be ANSI approved and purchased at a vendor selected by the College.
- C. One pair of safety shoes will be furnished at a time. If the employee's shoes become damaged or worn in the course of performing the normal duties of the position, the shoes shall be replaced as necessary, subject to A and B above.
- D. Every two (2) years the College will pay for replacement shoes, if required.

- 27.05 Safety Glasses: In areas requiring eye protection, ANSI approved safety goggles will be provided to bargaining unit members at no cost. The College will purchase safety glasses for employees requiring prescription safety glasses subject to the following conditions:
- A. The College will pay the cost of prescription safety glasses up to the maximum amount established by the Safety Committee biannually.
  - B. Safety glasses must be ANSI approved and purchased at a vendor selected by the College.
  - C. The employee is responsible for the cost of eye examinations.
  - D. One pair of safety glasses will be furnished at a time. If the frames and/or lenses of the employee's safety glasses become damaged in the course of performing the normal duties of the position, the frames and/or lenses shall be repaired or replaced as necessary, subject to A, B, and C above.
  - E. Every two (2) years, the College will pay for replacement lenses if required because of a prescription change, subject to A, B, and C above. Lenses will be replaced as often as annually should eye examination determine a significant change in prescription as certified in writing by the prescribing ophthalmologist, optometrist, or physician.

### **ARTICLE XXVIII TRAINING AND EDUCATION**

- 28.01 Policy: It is the policy of the Employer to encourage the further education and training of its employees.
- 28.02 Employer Requested Courses: If the Employer requests employees to attend courses relating to their field of work, the costs of such courses will be reimbursed in full by the Employer upon successful completion of the course ("C" grade or better) by the enrollee.
- 28.03 Work Related Courses: Employees with the prior approval of their supervisor may also attend courses offered by WCTC relating to their field of work during their off-duty hours. The Employer shall reimburse the registration, tuition and course fees for a maximum of three (3) courses per semester upon successful completion of the course ("C" grade or better) by the enrollee.

### **ARTICLE XXIX MISCELLANEOUS**

- 29.01 Uniforms: The Employer shall furnish no fewer than two (2) approved uniforms per year for maintenance, custodial, fitness center, patient simulator lab, and food service employees which employees will be required to wear while working. Employees shall purchase said approved uniforms and shall be reimbursed by the Employer or the Employer may choose to supply a department's uniforms.
- 29.02 Work Smocks: The Employer shall provide a work smock(s) for the Bookstore, the Marketing Print Shop, the Home Economics Kitchen, the Duplicating Center, the Media Department, the chemistry lab, health occupations labs, and the Industrial Occupations Division. Said work smocks shall be kept within the various departments.

- 29.03 Personnel File: An employee shall have the right, within a reasonable period of time, to inspect materials that are a part of the official personnel file. Such materials shall include:
- A. Employment application forms
  - B. High school and college grades
  - C. W-4 forms
  - D. Non-confidential memos, correspondence and recommendations
  - E. Absence forms
  - F. Disciplinary actions
  - G. Performance evaluation forms

**ARTICLE XXX**  
**SCHOOL CLOSINGS/EMERGENCIES/HAZARDOUS ROADS**

- 30.01 School Closings: School is officially closed when all facilities are closed to the public such as during a winter storm.
- 30.02 Weather Emergencies: Employees shall suffer no loss of pay if they do not work during periods when school is officially closed due to weather conditions. Employees, who are specifically designated to report to work, or to remain at work during such periods when school is officially closed, shall be paid at a rate of two (2) times their regular rate of pay for all such hours worked while school is officially closed.
- 30.03 Other Emergencies:
- A. In the event that school is officially closed due to emergency reasons other than those specified in Section 30.01 above, employees covered by this Agreement shall be subject to the same policy that applies to other recognized bargaining units of the Employer.
  - B. If school is not officially closed but some part of or all of a College building is unusable and closed, efforts will be made to move employees who work in the affected area(s) to another work location which could include authorizing them to work at home. Employees who cannot be relocated and are directed to go home by the College President, or designee, will receive their normal base pay for up to five (5) days of work lost due to the partial or complete closure of the building.  
  
If at the end of the five (5) days an employee is still unable to be relocated, he/she will have the option to use accumulated vacation time and/or compensatory time. Employees who are relocated and continue to work and all other employees not affected by the closure, i.e., they can continue to work, will receive only their normal pay. No overtime pay or compensatory time will be given to those employees who work during closure of part of a building or closure of an entire building, unless school is officially closed. Employees who are directed by their supervisor to work in that part of the building involved in a partial or complete closure under adverse environmental conditions (e.g., extreme heat or cold or exposure to high safety risk) will receive double pay for all hours worked. Supervisors will notify employees who are required to work in these areas. This premium pay provision does not apply to employees whose jobs include working in adverse environmental or disagreeable work conditions as a part of their classification description.
  - C. In the event of a major disaster such as a fire or tornado which destroys a part of or all of the College's facilities, every reasonable effort will be made to resume operations as soon as possible.

30.04 Hazardous Driving Conditions:

- A. When school is open but roads are in hazardous driving condition due to the effects of a winter storm, employees who are unable to report to work will be required to select from one of the following options:
1. Take a personal day (provided the employee has a personal leave balance available).
  2. Make up the time during the remainder of the workweek without overtime pay (if scheduling is feasible and the manager approves).
  3. Take the day without pay.
  4. Employees in positions authorized at less than twelve (12) months may take the day without pay but elect to have a day added to their individual work year for which they will be compensated.
  5. Utilize a vacation day (provided the employee has a vacation balance available).
  6. Utilize accumulated compensatory time.
- B. Each employee shall notify his/her immediate supervisor as quickly as possible on the day of the absence that he/she will not be reporting to work. Within twenty-four (24) hours of returning to work, the employee must submit an absence form to his/her immediate supervisor indicating which of the above listed options he/she has chosen.

**ARTICLE XXXI**  
**SEPARABILITY**

- 31.01 Should any provision of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The parties hereto shall immediately meet and negotiate to find a satisfactory solution to the issue in violation of the law.

**ARTICLE XXXII**  
**DURATION**

- 32.01 This Agreement shall become effective on July 1, 2009, and shall remain in full force and effect through June 30, 2011. The parties agree to commence negotiations no later than March 1 in the year the current Agreement expires. The effective date of the new Agreement shall be July 1 of the year the current Agreement expires.

**ARTICLE XXXIII**  
**WAIVER**

- 33.01 This Agreement shall constitute the full and complete written commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

**ARTICLE XXXIV**  
**RELEASED TIME FOR UNION PRESIDENT**

- 34.01 During the term of this contract, the President of the Union will receive twenty-five percent (25%) release time from his/her regular assignment. The College President, in his/her sole discretion, may increase the amount of release time above twenty-five percent (25%) if circumstances require such an adjustment. Under no circumstances shall the amount of release time exceed fifty percent (50%) of his/her regular assignment.

**ARTICLE XXXV**  
**LAYOFF RETIREMENT**

- 35.01 The following retirement option is available to eligible support staff personnel hired before January 11, 2006, who are involved in a layoff:
- A. This option is available whenever and only when the College initiates the layoff process for support staff employees.
  - B. Support staff employees who work in the classification where the layoff is to occur can volunteer to be laid off and be eligible for re-employment (recall) as detailed in the labor agreement; or, if they meet the eligibility criteria specified in Article 23.02 Section D, they can offer to retire from WCTC employment.
  - C. If the number of support staff employees who offer to retire under this option exceeds the needed staff reduction, only the number of support staff employees required to accomplish the defined staff reduction will be eligible to retire under this option. They will be given this option in order of their seniority, starting with the most senior support staff employee who offered to retire.
  - D. Support staff employees who retire under this option will have their group health and dental insurance continued and paid for under the same set of rules/conditions/ circumstances, etc. as is the case for employees who retire under the Voluntary Earlier Retirement Option set forth in Article 23.02I, Section D.

**WAUKESHA COUNTY TECHNICAL COLLEGE BOARD**

Richard Brandt  
Board Chair

James Riley  
Secretary/Treasurer

---

David Brown – Manager Employee and Labor Relations

**WAUKESHA COUNTY EDUCATIONAL PROFESSIONALS UNION**

Lauretta Wenger  
President

Joyce Zwolinski  
Vice President

Louann M. Wieland  
Secretary

Jillene Bloom  
Treasurer

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Patricia Harris – WCESP Negotiations Chair

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Leigh Barker - WCESP Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, at Pewaukee, Wisconsin.

**APPENDIX A  
CLASSIFICATION PLAN**

<b>RANGE</b>	<b>CLASSIFICATIONS WITHIN RANGE</b>	
A (1)	Child Care Attendant Food Service Worker	Gym Attendant Fitness Center Attendant Special Needs Student Aide
B (2)	Bookstore Clerk Food Production Worker	General Clerk
C (3)	Delivery Driver Enrollment Services Clerk Food Service Stock Clerk Janitor Lab Assistant	Office Assistant Registration Clerk Senior Child Care Attendant Switchboard Operator/Receptionist Veterans Clerk
D (4)	Automotive Supply Clerk Contracts and Development Secretary Department Administrative Assistant Employment Opportunity Center Clerk Financial Aid Clerk Food Service Clerk Guidance/Admissions Clerk Laser Technician Mailroom/Receiving Clerk Media Clerk	Media Technician Motorcycle Clerk Program Development/Evaluation Administrative Assistant Senior Bookstore Clerk Senior Registration Clerk Senior Switchboard Operator/Receptionist Student Records Clerk
E (5)	Administrative Assistant - Human Resource Services Administrative Assistant - Institutional Research & Planning Bookstore Technician Custodian Duplicating Technician Food Service Leader Interpreter - Spanish	Lab Resource Assistant – Industrial Technology Recruiter Assistant Registration Technician Resource Technician Teaching, Learning Curriculum Administrative Assistant Word Processing Operator
F (6)	Account Clerk Administrative Assistant - Admissions & Counseling Administrative Assistant to the Dean Administrative Assistant to the Executive Vice President Administrative Assistant – Student Development Basic Education Data Technician Career Information Technician I Contracts Technician Education Center Assistant Educational Assistant – Academic Technology Educational Assistant - Accounting Educational Assistant - Auto Body/Paint Technician Educational Assistant – Business Information Technology Educational Assistant – Commercial Driving Educational Assistant - Computer Assisted Instruction Educational Assistant - Construction Technology Educational Assistant – Drafting and Design Educational Assistant - Dental Hygiene Educational Assistant – ESL Educational Assistant – Home Furnishings Educational Assistant – Hospitality Management – Culinary Arts	Educational Assistant - Learning Place Educational Assistant - Manufacturing Educational Assistant – Marketing Educational Assistant - Nursing ATL Educational Assistant - Office Information Systems Educational Assistant - School to Work Educational Assistant – TIC Facilities Services Assistant Financial Aid Technician Fitness Center Assistant Foreign Student Assistant Graphics Production Assistant Graphics Technician Groundskeeper Information Technology Technician Library Technician Physical Sciences Assistant Recruiter Registration Systems Technician Seminar Assistant Special Needs Placement Assistant Student Accounts Clerk Student Employment Services Assistant Vocational Evaluation Technician

**APPENDIX A CLASSIFICATION PLAN - CONTINUED**

<b>RANGE</b>	<b>CLASSIFICATIONS WITHIN RANGE</b>	
G (7)	Administrative Assistant - Registration Assessment Technician Capital Projects Assistant Co-op Placement Assistant Counselor Assistant Customer Assistant Center Technician Educational Assistant – Printing eLearning Systems Technician Employment & Training Program Assistant Financial Accounting Technician Graphics/Web Publishing Technician	Instructional Assistant - Learning Place Interpreter - Deaf/Hard of Hearing Maintenance Helper Microcomputer Support Technician Payroll Clerk Publication Technician Retention Assistant Senior Bookstore Technician Senior Contracts Technician Senior Educational Assistant - CAI Senior Library Technician
H (8)	Athletic Assistant Computer Operator Desktop Support Technician Electronics Technician External Program Technician Graphics Artist Graphic Designer High School Relations Assistant Laser Operator	Library Automated System Technician Minority Retention Assistant Network Technician Senior Assessment Technician Special Needs Placement Assistant II Student Life Assistant Tech Prep Assistant Technical Assistant Web Page Designer
I (9)	Architectural Drafter Billing Specialist Career Information Technician II	Industrial Technician – Manufacturing Senior Media Technician
J (10)	Health Programs Instructional Assistant Instructional Assistant - Law Enforcement Maintenance Worker Nursing Instructional Assistant	Senior Interpreter - Deaf/Hard of Hearing Telecommunications System Technician Web Developer
K (11)	Maintenance Leader Media Production Technician Network Analyst	Programmer Senior Electronics Technician
L (12)	Programmer/Analyst	Web Analyst
X (15)	Data Base Analyst	Technical Support Specialist

**APPENDIX B**

**WCESP 2009-10 SALARY SCHEDULE  
HOURLY RATES EFFECTIVE JULY 1, 2009  
SALARY SCHEDULE INCREASE OF 1.02**

RANGE	START	.5 YEAR	1 YEAR	1.5 YEAR	2 YEAR
A (1)	\$13.45	\$13.89	\$14.30	\$14.75	\$15.17
B (2)	\$14.75	\$15.17	\$15.64	\$16.08	\$16.52
C (3)	\$15.64	\$16.08	\$16.52	\$17.05	\$17.55
D (4)	\$16.52	\$17.05	\$17.55	\$18.12	\$18.66
E (5)	\$17.55	\$18.12	\$18.66	\$19.22	\$19.76
F (6)	\$18.66	\$19.22	\$19.76	\$20.38	\$21.01
G (7)	\$19.76	\$20.38	\$21.01	\$21.60	\$22.28
H (8)	\$21.01	\$21.60	\$22.28	\$22.91	\$23.64
I (9)	\$22.28	\$22.91	\$23.64	\$24.34	\$25.07
J (10)	\$24.34	\$25.07	\$25.84	\$26.59	\$27.39
K (11)	\$26.59	\$27.39	\$28.18	\$29.07	\$29.90
L (12)	\$29.07	\$29.90	\$30.82	\$31.75	\$32.66
X (15)	\$31.75	\$32.66	\$33.64	\$34.64	\$35.71

APPLIES ONLY TO JANITORS AND CUSTODIANS EMPLOYED AS OF 8/1/88

JANITOR	\$17.37		\$18.91		\$21.35
CUSTODIAN	\$21.07		\$22.49		\$24.54

**APPENDIX B**

**WCESP 2009-10 SALARY SCHEDULE  
MONTHLY RATES EFFECTIVE JULY 1, 2009  
SALARY SCHEDULE INCREASE OF 1.02**

RANGE	START	.5 YEAR	1 YEAR	1.5 YEAR	2 YEAR
A (1)	\$2326.85	\$2402.97	\$2473.90	\$2551.75	\$2624.41
B (2)	\$2551.75	\$2624.41	\$2705.72	\$2781.84	\$2857.96
C (3)	\$2705.72	\$2781.84	\$2857.96	\$2949.65	\$3036.15
D (4)	\$2857.96	\$2949.65	\$3036.15	\$3134.76	\$3228.18
E (5)	\$3036.15	\$3134.76	\$3228.18	\$3325.06	\$3418.48
F (6)	\$3228.18	\$3325.06	\$3418.48	\$3525.74	\$3634.73
G (7)	\$3418.48	\$3525.74	\$3634.73	\$3736.80	\$3854.44
H (8)	\$3634.73	\$3736.80	\$3854.44	\$3963.43	\$4089.72
I (9)	\$3854.44	\$3963.43	\$4089.72	\$4210.82	\$4337.11
J (10)	\$4210.82	\$4337.11	\$4470.32	\$4600.07	\$4738.47
K (11)	\$4600.07	\$4738.47	\$4875.14	\$5029.11	\$5172.70
L (12)	\$5029.11	\$5172.70	\$5331.86	\$5492.75	\$5650.18
X (15)	\$5492.75	\$5650.18	\$5819.72	\$5992.72	\$6177.83
APPLIES ONLY TO JANITORS AND CUSTODIANS EMPLOYED AS OF 8/1/88					
JANITOR	\$3005.01		\$3271.43		\$3693.55
CUSTODIAN	\$3645.11		\$3890.77		\$4245.42

**APPENDIX B**

**WCESP 2010-11 SALARY SCHEDULE  
 HOURLY RATES EFFECTIVE JULY 1, 2010  
 SALARY SCHEDULE INCREASE OF 1.02**

RANGE	START	.5 YEAR	1 YEAR	1.5 YEAR	2 YEAR
A (1)	\$13.72	\$14.17	\$14.59	\$15.05	\$15.47
B (2)	\$15.05	\$15.47	\$15.95	\$16.40	\$16.85
C (3)	\$15.95	\$16.40	\$16.85	\$17.39	\$17.90
D (4)	\$16.85	\$17.39	\$17.90	\$18.48	\$19.03
E (5)	\$17.90	\$18.48	\$19.03	\$19.60	\$20.16
F (6)	\$19.03	\$19.60	\$20.16	\$20.79	\$21.43
G (7)	\$20.16	\$20.79	\$21.43	\$22.03	\$22.73
H (8)	\$21.43	\$22.03	\$22.73	\$23.37	\$24.11
I (9)	\$22.73	\$23.37	\$24.11	\$24.83	\$25.57
J (10)	\$24.83	\$25.57	\$26.36	\$27.12	\$27.94
K (11)	\$27.12	\$27.94	\$28.74	\$29.65	\$30.50
L (12)	\$29.65	\$30.50	\$31.44	\$32.39	\$33.31
X (15)	\$32.39	\$33.31	\$34.31	\$35.33	\$36.42

APPLIES ONLY TO JANITORS AND CUSTODIANS EMPLOYED AS OF 8/1/88

JANITOR	\$17.72		\$19.29		\$21.78
CUSTODIAN	\$21.49		\$22.94		\$25.03

**APPENDIX B**

**WCESP 2010-11 SALARY SCHEDULE  
MONTHLY RATES EFFECTIVE JULY 1, 2010  
SALARY SCHEDULE INCREASE OF 1.02**

RANGE	START	.5 YEAR	1 YEAR	1.5 YEAR	2 YEAR
A (1)	\$2373.56	\$2451.41	\$2524.07	\$2603.65	\$2676.31
B (2)	\$2603.65	\$2676.31	\$2759.35	\$2837.20	\$2915.05
C (3)	\$2759.35	\$2837.20	\$2915.05	\$3008.47	\$3096.70
D (4)	\$2915.05	\$3008.47	\$3096.70	\$3197.04	\$3292.19
E (5)	\$3096.70	\$3197.04	\$3292.19	\$3390.80	\$3487.68
F (6)	\$3292.19	\$3390.80	\$3487.68	\$3596.67	\$3707.39
G (7)	\$3487.68	\$3596.67	\$3707.39	\$3811.19	\$3932.29
H (8)	\$3707.39	\$3811.19	\$3932.29	\$4043.01	\$4171.03
I (9)	\$3932.29	\$4043.01	\$4171.03	\$4295.59	\$4423.61
J (10)	\$4295.59	\$4423.61	\$4560.28	\$4691.76	\$4833.62
K (11)	\$4691.76	\$4833.62	\$4972.02	\$5129.45	\$5276.50
L (12)	\$5129.45	\$5276.50	\$5439.12	\$5603.47	\$5762.63
X (15)	\$5603.47	\$5762.63	\$5935.63	\$6112.09	\$6300.66

APPLIES ONLY TO JANITORS AND CUSTODIANS EMPLOYED AS OF 8/1/88

JANITOR	\$3065.56		\$3337.17		\$3767.94
CUSTODIAN	\$3717.77		\$3968.62		\$4330.19

**APPENDIX C**

**LETTER OF UNDERSTANDING  
DOWNWARD RECLASSIFICATION**

Any employee who, as of August 1, 1988, was in a position reclassified downward as a result of the College's Classification Study, shall, for the duration of his/her employment in said position, continue to be compensated in the salary range which was in effect for that position prior to the study. The employee shall receive any step increases for which he/she is eligible and any negotiated salary range adjustments during said period of employment. The affected classifications and the pay ranges which incumbents of these classifications will remain in are as follows:

<u>Classification</u>	<u>Range</u>
Janitor	13
Custodian	14

**APPENDIX D**

**SIDE LETTER OF AGREEMENT**

**RETIREE'S HEALTH INSURANCE  
10 YEARS OF SERVICE**

The employees listed below shall be eligible to participate in the retirees' medical and dental benefits, as described in Article 23.02, Section A of this contract, if they are at least age 62 and have a minimum of 10 years of service with the College when they retire.

Mary Boersma

Joan Muehleck

Jean Bunke

Catherine Perkins

Marilynn Davison

Mary Snieg

Patricia Gennerman

Carolyn VandeVyver

Beverly Germain

Donna Ward

Marilyn Jenkins

Mary White

Theresa Majeskie

Patricia Wysocki

**APPENDIX E**  
**SIDE LETTER OF AGREEMENT**  
**RETIREE'S HEALTH INSURANCE**  
**15 YEARS OF SERVICE**

The employees listed below shall be eligible to participate in the retirees' medical and dental benefits, as described in Article 23.02, Section A. of this contract, if they are at least age 62 and have a minimum of 15 years of service with the College when they retire.

DoRelle Bailey	James Lorenzen
John Bonasera	Bonnie Maciolek
Vivian Bunker	Jacquelyn Marks
Margaret Christiansen	Pamela Pagel
Ronald Daliege	Patricia Phillips
Cheryl Egan	Kathleen Polinski
Catherine Fogel	Jann Rodberg
Deborah Garber	Judith Sandgren
Jean Garman	Penny Schlegel
Jeanne Gatzow	Sharon Seeber
Rosalie Hanstedt	Diane Solwold-Schmidt
Laura Houser	Linda Sterle
Cheryl Huebner	Sandra Stover
Patricia Hunt	Shari Sukow
Edgar Hutchings	Robert Van Domelen
Stanley Kaczor	Virginia Whitstone
Patricia Kraft	
Arlene Kumm	
Deborah Latzke	
Cathryn Laumer	

**APPENDIX F  
EMPLOYEES ELIGIBLE FOR BENEFITS UNDER ARTICLE 23.02, SECTION A.**

Nancy Ackley	Joan Fuller	Colleen Lauer	Cynthia Schlei
Matthew Adamak	Jean Furstenberg	Cathryn Laumer	Judy Schmidt
Jane Albino	Deborah Garber	Jeffrey Lennartz	Carol Sdun
Pamela Alessi	James Garber	Cheryl Little	Sharon Seeber
Theresa Alessi	Jean Garman	Mary Lopez	Michael Sery
Grace Alvarez	Jeanne Gatzow	James Lorenzen	Jacqueline Sheehan
Kathleen Arneson	Patricia Gennerman	Carla Lovek	Warren Simmons
DoRelle Bailey	Beverly Germain	Mary Luedtke	Nancy Skebba
Mary Baker	Irene Godina	Bonnie Maciolek	Steven Slaby
Dennis Balzer	Gail Grigg	Theresa Majeskie	Christy Smith
Suzanne Bandy	Teresa Grimm	Brenda Maki	Mary Snieg
Jacqueline Bednarski	Cindy Guardalabene	Jacquelyn Marks	Diane Solwold-
Jane Berg	Gary Guyton	Christine Marshall	Schmid
Michelle Blazek	Jennifer Hagen	Wendy Martin	Debra Springsguth
Jillene Bloom	Rosalie Hanstedt	Linda Marusic	Carey Stapleton
Mary Boersma	Patricia Harris	Christine Mauer	Cynthia Steindorf
Karen Boggio	Cynthia Hazel	Elizabeth McDonald	Linda Sterle
John Bonasera	Scott Heian	Patrick McGuire	Ann Stevens
Carole Brinkman	Sandra Henke	Debra McKune	Nichole Stodola
Jean Bunke	Cynthia Hinojosa	Laura Milbrath	Sandra Stover
Vivian Bunker	Lori Houk	Janet Muehlbauer	Gerald Strauss
Carrie Campanelli	Laura Houser	Joan Muehleck	Steven Strauss
Philip Carroll	Rita Huber	Susan Munkwitz	Shari Sukow
Bruce Cartwright	Cheryl Huebner	Twana Murphy	James Tetzlaff
Scott Chapman	Patricia Hunt	Sadia Naureen	Lynn Thiel
Joan Choren	Jennifer Hunter	Sandra O'Donnell	Christopher Tonz
Russell Christenson	Matthew Hunter	Arline Orlovsky	Mary Turner
Margaret Christiansen	Mary Huppertz	Jessica Oswald	Sandra Underberg
Colleen Condon	Edgar Hutchings	Pam Pagel	Carolyn Van de Vyver
Ann Cook	Ross Jabs	Deborah Palser	Robert VanDomelen
Sandra Cronin	Janeen Jackson	Jill Papke	Renee Verg-Hong
Denise Czech	Connie Jacobs	Tammy Paull	Kathy Walter
Rose Dahlgren	Fritz Jacobs	Rebecca Paulson	Betty Wagner
Ronald Daliege	Linda James	Linda Perenchio	Donna Ward
Marilynn Davison	Marilyn Jenkins	Susan Petersen	Ann Weeks
Susan Delara	Stanley Kaczor	Nancy Pfaffle	Lisa Wehr
Debra Delsman	Sean Karlson	Marita Pietrykowski	Paula Weikert
Carol Diedrich	Andrew Kelly	Linda Pindel	Ann Welch
James Dondlinger	Karen Kilmer	Kathleen Polinski	MaryAnn Wells
Anthony Drehfal	Jeanne Kline	Jessica Poser	Lauretta Wenger
Cheryl Egan	Janet Kling	Judy Postuma	Michael Wenz
Diane Esler	Kelly Kolberg	Kylene Radmer	Mary White
Dorothy Evans	Suzanne Kornely	Marjorie Rice	Virginia Whitstone
Lauren Faile	Karen Kottke	Diane Richardson	Louann Wieland
David Falada	Laura Kozlowski	Linda Rizzi	Peggy Williams
Kimberly Farrey	Patricia Kraft	Laura Rocha	Susan Winkler
Catherine Fogel	Cheryl Krofta	Jann Rodberg	Mary Wirth
Renate Fox	Arlene Kumm	Wendy Roeber	Patricia Wysocki
Emilie Frankenberg	Kristi Lange	Judith Sandgren	Michael Zabinski
John Franta	Donna Langwasser	Margit Schiefelbein	Thomas Zamorski
Dorinda Fredrick	Deborah Latzke	Penny Schlegel	

**APPENDIX G  
SIDE LETTER OF AGREEMENT**

**FUNDING OF HEALTH AND DENTAL INSURANCE**

The following agreement is made between Waukesha County Technical College (hereinafter referred to as District) and the WCTEA, and between Waukesha County Technical College and the WCESP to address issues associated with the self-funding of the District's health and/or dental insurance benefit programs (hereinafter referred to as Program/s) for College employees represented by the WCTEA or WCESP. If the parties agree to self fund either Program/s, the following shall apply:

A. Plan Administration and Appeals Procedure

1. The Program's Administrator or Administrators (hereinafter referred to as Administrator/s) shall administer the Program/s so that the benefits, eligibility criteria, and commencement/duration of benefits criteria are the same as those in the insurance contract between the District and Blue Cross Blue Shield that was in effect January 1, 2001, except as modified or changed by agreement of the parties to this Agreement.
2. Alleged differences between the Program/s' benefits, eligibility criteria and commencement/duration of benefits criteria; and the insurance contract between the District and Blue Cross Blue Shield that was in effect January 1, 2002, shall be resolved through the grievance processes in the parties' labor agreements.
3. For disputes other than those covered in A2 above, the Administrator/s shall have a process to resolve disputes over the payment of individual claims that includes an independent reviewer. These disputes are not subject to the grievance processes in the parties' labor agreements.

B. Insurance Committee

1. There will be a joint committee consisting of two (2) representatives from the District and two (2) representatives each from the WCTEA and WCESP. The District and the Unions shall be equal participants in the Committee, with the District having two (2) votes and the WCTEA and WCESP each having one (1) vote. The Committee shall educate the employees at WCTC on matters such as insurance benefits, usage and coverage. The Committee will periodically review the Program/s' finances and the performance of the Administrator/s. The Committee may recommend premium equivalents, changes in insurance benefits, eligibility criteria, commencement/duration of benefits criteria, continuation of the Program/s, and the Administrator/s of the Programs. Committee recommendations are advisory only. Committee-recommended changes in benefits, eligibility criteria and commencement/duration of benefits criteria must be ratified by the District and the affected Union/s prior to implementation.
2. Documents possessed by any of the parties to this agreement that are necessary for the Committee to fulfill its responsibilities shall be shared with the Committee.

**APPENDIX G  
SIDE LETTER OF AGREEMENT**

**FUNDING OF HEALTH AND DENTAL INSURANCE - CONTINUED**

3. There may be a need for release time without loss of regular pay for Committee members to perform their Committee responsibilities.
4. The Committee will meet as needed, but in no event less than quarterly. The Committee will make periodic reports to the District Board and to the Executive Council of the WCTEA and WCESP as to the status of the self-funded Program/s.

**C. Premium Equivalent**

1. The premium equivalents shall be sufficient to pay all costs of the Program/s including, but not limited to, fees of the Administrator/s, incurred claims, reinsurance premiums, audit expenses and an adequate reserve. The premium equivalent shall be based on the group's experience and on competent actuarial/underwriting projections.
2. The Insurance Committee will be provided with all available information used to establish premium equivalents for the next plan year, subject to the limitations in Section H below. If the Committee chooses to make recommendations regarding the premium equivalent/s for the next plan year, said recommendations will be made to the District in sufficient time for the District to determine premium equivalents at least 60 days prior to the beginning of the next plan year.
3. Changes in the Program/s benefits, eligibility criteria or commencement/duration of benefits criteria, including those mandated by law, which occur between annual settings of the premium equivalent, may result in the setting of a new premium equivalent effective with the date of the changes. The new premium equivalent shall be based on a competent actuarial/underwriting projection of the effect of the changes.

**D. Segregated Accounting**

A system of segregated accounting shall be used for the Program/s. Premium equivalents shall be deposited to the Program/s monthly. The Program's funds shall be used for no other purpose than the payment of claims, maintenance of reserves, Administrator/s fees, stop loss insurance, consulting and audit fees, and the payment of other costs and expenses associated with the Program/s. The District may invest the Program/s' funds. Any investment earnings shall accrue to the funds of the Program/s and will be used to offset the cost of the Program/s.

**E. Mandated Benefits**

The benefits noted in Paragraph A shall include all benefits mandated for self-funded plans by law and for insured plans by law, as such mandated benefits exist for insured plans as of the date of this Agreement or are hereafter required by law for all insured plans, whether or not such benefits are mandated by law for self-funded plans.

**APPENDIX G  
SIDE LETTER OF AGREEMENT**

**FUNDING OF HEALTH AND DENTAL INSURANCE - CONTINUED**

F. Timely Payment of Claims

The contract with the Administrator/s will include claims service guarantees that provide reimbursement of a portion of the Administrator/s' fee for claims not processed as per the stated guarantees.

G. Hold Harmless

The District hereby indemnifies and holds the Unions, their Boards, officers, representatives, employees, and members, harmless against any and all claims, demands, suits or other forms of liability, including court costs, arising out of the acts of the District and/or the Administrator/s in connection with the Program/s.

The WCTEA and/or the WCESP hereby indemnify and hold the District, its Board, officers, representatives, and employees harmless against any and all claims, demands, suits or other forms of liability, including court costs, arising out of the acts of the WCTEA and/or the WCESP in connection with the Program/s.

H. Confidentiality and Records

1. Protecting the confidentiality of the health care records of employees and their families has been and will continue to be a top priority of the District.
2. Records in the possession of the Administrator/s which contain personally identifiable information about a person's medical condition or specific medical services will be retained by the Administrator/s and available to underwriters, actuaries, auditors, consultants, and District Human Resource personnel only as necessary to carry out their responsibilities. These persons are subject to applicable laws and regulations governing the confidentiality and use of such records. Only aggregate statistics and data will be released to others.
3. The District will not take any adverse employment action against an employee based upon the employee's or his/her family's utilization of services under the Program/s.

I. Insurability

In the event the District returns to a fully insured plan, the return to a fully insured plan will be handled in the same manner as if the District were transferring from one fully insured plan to another fully insured plan. The District agrees to attempt to get the new carrier to agree to the provisions of INS 6.51(6), (7) and (7M) Wisconsin Administrative Code, as if the new carrier were a succeeding insurer. If such an agreement is reached, the District agrees to abide by the provisions of INS 6.51(6), (7) and (7M) Wisconsin Administrative Code, as if it were a prior insurer. If the District does not reach the above-referenced agreement with the new carrier, the District agrees to pay all covered benefits for disabled employees, disabled dependents, and non disabled dependents of disabled employees, as if the District were still self funding the health plan, until such time as the new carrier assumes the risk of the claims of said persons.

**APPENDIX G  
SIDE LETTER OF AGREEMENT**

**FUNDING OF HEALTH AND DENTAL INSURANCE - CONTINUED**

J. Audit Report

A financial audit shall be conducted annually, or at other agreed upon intervals, by an independent certified public accounting firm, using normally accepted auditing standards and procedures. The audit report shall be provided to the WCTEA and WCESP upon its receipt from the auditor.

K. COBRA

The required timelines and procedures of COBRA that apply to fully insured plans of health/dental insurance shall be applicable to these Program/s.

**APPENDIX H**  
**SIDE LETTER OF AGREEMENT**  
**CLASSIFICATION EVALUATIONS**

WCTC and WCESP agree that the following points will be a part of the College's classification evaluation process used to classify and determine the pay range for WCESP bargaining unit positions:

- A. The College shall distribute classification evaluation procedure information and the twelve (12) factors used to assess jobs before each deadline to support staff and managers. The WCESP and the College will provide proactive training of process, forms, and criteria (twelve (12)) factors to improve understanding among support staff and managers.
- B. Classification evaluations (i.e., reclassification studies) of existing WCESP positions will be done by a four (4)-person Classification Evaluation Team. WCTC and the WCESP will each designate two of the persons. The team will meet during the employees' workday.
- C. The Classification Evaluation Team will receive complete specifications and details of the job evaluation system used for classification evaluation of WCESP positions.
- D. The Classification Evaluation Team will maintain strict confidentiality regarding the job evaluation system. All members of the Classification Evaluation Team will sign a confidentiality agreement not to divulge any information about the job evaluation system to any person without the express written consent of WCTC's Director of Human Resource Services or his/her designate.
- E. If the Classification Evaluation Team does not reach consensus on the appropriate pay range for a position, a neutral third party person jointly agreed to by WCTC and the WCESP shall evaluate the position using the College's job evaluation system. This third party neutral shall receive all the information about the job evaluation system he/she determines is necessary to complete the classification evaluation, and may interview the incumbent and/or supervisor of the position being evaluated. The decision of the third party neutral shall be final and binding on both parties, and may not be grieved. The fees and expenses for the third party neutral shall be shared equally by WCTC and the WCESP.

**APPENDIX I  
SIDE LETTER OF AGREEMENT**

**TRAINING**

During the negotiations for the 2004-2007 collective bargaining agreement, the parties agreed that training will be developed and provided to help WCESP employees and managers deal with WCESP members' workload issues.

The Human Resource Services Department, and the WCESP Executive Committee, will meet and jointly determine the details of implementation of this agreement.

**APPENDIX J**

**WELLNESS BENEFIT  
HEALTH AND DENTAL INSURANCE - PREVENTIVE CARE BENEFITS**

**The preventive benefits listed below are not subject to the \$500 calendar year maximum for wellness benefits:**

	<u>PPO</u>	<u>Non-PPO</u>
1. Childhood examinations Vaccinations and immunizations	No deductible Payable at 100%	No deductible Payable at 80%
<i>Well child exam limited to one per calendar year Health supervision services limited to children age 0 through 4 Blood lead tests limited to children age 0 through 5</i>		
2. Well woman exam, Pap smear and mammogram	No deductible Payable at 100%	No deductible Payable at 80%
<i>Well woman exam and Pap smear are limited to one per calendar year Preventive Mammograms are limited to one per calendar year (effective 4/1/08, there is no age limit for mammograms) Labs and x-rays (other than the Pap smear) are covered under the physical exam benefit</i>		
3. Prostate specific antigen (PSA) Test and exam	No deductible Payable at 100%	No deductible Payable at 80%
4. Adult immunizations and vaccinations	No deductible Payable at 100%	No deductible Payable at 80%
<i>Immunizations and vaccinations do not include coverage for those required for travel</i>		
5. Routine colonoscopy	Deductible applies Payable at 100%	Deductible applies Payable at 100%
<i>Colonoscopies are covered after age 50</i>		

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**The following wellness benefits are subject to a \$500 calendar year maximum per individual:**

1. Physical exam including tests and x-rays	No deductible Payable at 100%	No deductible Payable at 80%
<i>Physical exams are limited to one per calendar year Physical exams include but are not limited to: urinalysis, bone density, cholesterol, metabolic panel and lipid testing, baseline EKG, occult blood stool test, and hematocrit. These are services that have been billed as preventive/wellness and which are not covered under another provision of the plan.</i>		
2. Vision Exam (exam only, no glasses)	No deductible Payable at 100%	No deductible Payable at 100%
<i>Vision exams are limited to one per calendar year</i>		

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**APPENDIX K  
SIDE LETTER OF AGREEMENT**

**JOINT TASK FORCE ON POSITION REEVALUATION  
AND RECLASSIFICATION PROCEDURE**

Waukesha County Technical College (hereinafter referred to as the "College") and the Waukesha County Educational Support Professionals Union (hereinafter referred to as the "Union") have agreed to a joint task force to meet and confer to discuss the College's position reevaluation and reclassification procedure.

1. The College and Union agree to establish a joint task force to meet and confer to discuss:
  - a). the current classification procedure to determine whether the present procedure is an accurate instrument to evaluate job responsibilities and if the knowledge, skills, and abilities that the College values are accurately measured by the present point system.
  - b). whether the College should publish the point values range for each classification or share results with the affected parties, i.e. the Union, administration, and employee(s).
2. The joint task force will consist of four (4) members selected by the College and four (4) members selected by the Union.
3. The joint task force will commence on or about September 1, 2007, and report its findings and recommendations to the College and Union by December 31, 2008. The joint task force's findings and recommendations are for informational purposes only and will not be binding upon the College or Union in any manner. The parties agree to complete negotiations regarding implementation of the joint task force's findings and recommendations, in the form of a Side Letter, by February 28, 2009.
4. The College and Union agree that this Agreement has no value as precedence and shall not be cited as precedence by either the College or the Union in any interest arbitration proceedings or in any other disputes between the parties.

Dated \_\_\_\_\_

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Union

**APPENDIX L**

**SIDE LETTER OF AGREEMENT  
JOINT TASK FORCE ON SALARY CONTINUANCE INSURANCE**

Waukesha County Technical College (hereinafter referred to as the “College”), the Waukesha County Educational Support Professionals Union (hereinafter referred to as the “Union”), and the Waukesha County Technical Educators Association (hereinafter referred to as the “Association”) have agreed to a joint task force to meet and confer to discuss Article XXIII, Insurance, Section 23.03, Salary Continuance Insurance of the collective bargaining agreement between the College and the Union and Article 82, Long-Term Disability Insurance of the collective bargaining agreement between the College and the Association.

1. The College, Association, and Union agree to establish a joint task force to meet and confer to discuss:
  - a). the current salary continuance insurance program procedures for and provision of benefits to employees; and
  - b). other salary continuance options, i.e. short-term disability and long-term disability options.
2. The joint task force will consist of three (3) members selected by the College, three (3) members selected by the Union and three (3) members selected by the Association. The college shall have two (2) votes on this task force, one vote for the Union, and one vote for the Association.
3. The joint task force will commence on or about September 1, 2007, and reports its findings and recommendations to the College, Union, and Association by February 1, 2008. The joint task force’s findings and recommendations are for informational purposes only and will not be binding upon the College, Union, and Association in any manner. The parties agree to complete negotiations regarding implementation of the joint task force’s findings and recommendations, in the form of a Side Letter, by February 29, 2008.
4. The College, Union, and Association agree that this Agreement has no value as precedence and shall not be cited as precedence by either the College, the Union, and the Association in any interest arbitration proceedings or in any other disputes between the parties.

Dated \_\_\_\_\_

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Association

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