

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

THE NORTHEAST WISCONSIN TECHNICAL
COLLEGE, Green Bay, Wisconsin

and

THE NORTHEAST WISCONSIN TECHNICAL
COLLEGE FACULTY ASSOCIATION

dispute concerning scope of
unit members' extra-
contractual appointment
preference

Case 78
No. 49132
MA-7832

Appearances:

Godfrey & Kahn, S.C., by Mr. Robert W. Burns, Attorney at Law, 333 Main Street,
Suite 600, Green Bay, Wisconsin 54307-3067, appearing on behalf of the College.
Mr. Dennis Muehl, Executive Director, Bayland Teachers United, 1136 North Military
Avenue, Green Bay, Wisconsin 54303, appearing on behalf of the Association.

ARBITRATION AWARD

The Wisconsin Employment Relations Commission designated the under signed
Arbitrator to hear and determine a dispute concerning the above-noted grievance under the
grievance arbitration provisions of their 1992-94 collective bargaining agreement (Agreement).

The parties presented their evidence and arguments to the Arbitrator at the College
Administrative Offices in Green Bay, Wisconsin August 26, 1993.

At the hearing, the parties agreed that the issue for determination by the arbitrator is as
follows:

Under Article IV, Section M, do bargaining unit members have
extra-contractual appointment preference over non-unit members
when unit members express teaching preference for extra-
contractual courses in non-similar assignment areas?

Article IV, Section M of the Agreement reads as follows:

SECTION M. EXTRA-CONTRACTUAL APPOINTMENTS
(FIELD SERVICES, ETC.)

1. Staff appointments to extra-contractual activities (under Field Service program) shall continue to be on a voluntary basis and shall continue to be excluded from the terms of this agreement except as noted in this section. For work performed under this section, the rate of remuneration shall be 1/1330 (1/1260 effective 08/16/93) of the teacher's current contract salary for each class period.
2. However, it is understood that the Administration will continue to make lists of such positions available to the staff as soon as determined. Openings for extracontractual appointments shall be posted in the campus administrative office areas so as to be accessible to the staff. Teachers will express in writing their preference for extra-contractual appointments by August 1 for the fall term and first semester, by November 7 for the winter term and second semester, and by February 7 for the spring term, or within five school days of the initial posting, whichever is later. In instances where less than five school days occur between the initial posting and the first session, teachers shall have at least 24 hours to express their preferences.
3. Regular teachers who have similar assignments under this agreement shall have first preference by campus for these positions on a seniority basis, except where consideration must be given to requests for special instructors made by business or industry.
4. Any teacher who, without mutual agreement, fails to complete his/her extra-contractual activity shall lose the right of first preference to such appointments for the subsequent time the activity is offered.
5. A teacher who accepts an extra-contractual assignment shall not be disciplined or dismissed with regard to that assignment without just cause.
6. Disputes regarding items 1 through 5 above shall be subject to arbitration by a mutually agreed upon arbitrator.

At the conclusion of the Association's case, the College requested that the Arbitrator dismiss the grievance. The Arbitrator stated that he would reserve ruling on that motion unless the Association agreed that he should rule on it immediately. After a caucus, the Association requested that the Arbitrator rule on the College's request immediately. The Arbitrator thereupon ruled from the bench that the grievance was without merit. The Arbitrator also stated on the record his reasons for so ruling. On September 18, 1993, the Arbitrator received a copy of the transcript of the hearing and has reviewed the portion in

which the College's request was made, argued and ruled upon. (tr. 84-95). That portion of the transcript is hereby incorporated by reference as a part of this Award.

For the reasons stated by the Arbitrator at the hearing as reflected in the above noted portion of the hearing transcript, and based on the record evidence as a whole, the Arbitrator's decision and award on the issues submitted was and is as follows:

No. Under Article IV, Section M, bargaining unit members do not have extra-contractual appointment preference over non-unit members when unit members express teaching preference for extra-contractual courses in non-similar assignment areas.

Dated at Shorewood, Wisconsin
this 4th day of October, 1993 by Marshall L. Gratz /s/
Marshall L. Gratz, Arbitrator