

BEFORE THE ARBITRATOR

In the Matter of the Petition of

WAUKESHA COUNTY TECHNICAL EDUCATORS
ASSOCIATION

To Initiate Arbitration Between
Said Petitioner and

WAUKESHA COUNTY TECHNICAL COLLEGE

Case 116

No. 68026 INT/ARB-11186

Decision No. 32555-A

Appearances:

Ms. Leigh Barker, Director, United Technical College Council, WEAC/NEA, 55 Hartwig Boulevard, Suite A, Johnson Creek, Wisconsin 53038, and Mr. Greg Spring, Negotiations Specialist, Wisconsin Education Association Council, 33 Nob Hill Drive, Madison, Wisconsin 53708, on behalf of the Association.

Mr. Robert W. Butler and Mr. Craig Hubbell, Attorneys, Wisconsin Association of School Boards, Inc., 122 West Washington Avenue, Suite 400, Madison, Wisconsin 53707, on behalf of the Employer.

ARBITRATION AWARD

Waukesha County Technical Educators Association, hereinafter referred to as the Association or Union, and Waukesha County Technical College, hereinafter referred to as the College or Employer, met on several occasions in collective bargaining in an effort to reach an accord on the terms of a new collective bargaining agreement to cover newly accreted positions to the existing unit represented by Waukesha County Technical Educators Association. Failing to reach such an accord, the Association on May 27, 2008, filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting the latter agency to initiate arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation conducted in the matter, the WERC, after receiving the final offers from the parties on August 27, 2008, issued an Order, dated September 11, 2008, wherein it determined

that the parties were at impasse in their bargaining, and wherein the WERC certified that the conditions for the initiation of arbitration had been met, and further, wherein the WERC ordered that the parties proceed to final and binding arbitration to resolve the impasse existing between them. In said regard the WERC submitted a panel of five arbitrators from which the parties were directed to select a single arbitrator. After being advised by the parties of their selection, the WERC, on November 12, 2008, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, and to issue a final and binding award, by selecting either of the total final offers proffered by the parties to the WERC during the course of its investigation.

Pursuant to arrangements previously agreed upon, the undersigned conducted a hearing in the matter on December 16, 2008, at Waukesha, Wisconsin, during the course of which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Initial briefs and reply briefs were filed and exchanged and the record was closed on April 24, 2009.

THE FINAL OFFERS AND STIPULATIONS OF THE PARTIES:

The Employer and Association final offers are attached and identified as attachment “A” and “B,” respectively. Each final offer includes a list of the tentative agreements reached by the parties.

BACKGROUND:

In 2006, 53 unrepresented Waukesha County Technical College (WCTC) positions were the subject of a unit clarification proceeding pursuant to a petition filed by the Association. On September 1, 2007, the parties reached a settlement agreement adding the following ten

positions, which provide direct services to the students of the College, to the existing unit of approximately 700 employees represented by Waukesha County Technical Educators Association (WCTEA), who provide direct service to the students of the College:

- Admissions Assessment Coordinator
- Instructional Development Specialist
- Project Specialist – Career Development Services
- Project Specialist – Youth Apprenticeship
- Recruitment Coordinator – Diversity
- Recruitment Coordinator – High School
- Reference Librarian
- Retention Specialist – Special Populations
- Transition/Retention Specialist
- WMEP Field Agent

Additionally, of the other positions who petitioned for a unit clarification, the parties by settlement agreement conducted an election for eight professional employees who selected as their representative the Association of Waukesha County Technical College Professionals (AWP). Said professional employees provide indirect services to the students of the College.

After petition and hearing in the instant case involving the accreted positions, the parties reached an agreement on a successor agreement to their master agreement for the period from August 1, 2007 through July 31, 2009.

At the hearing conducted in this matter, testimony and exhibits were presented regarding the duties of the accreted positions as well as testimony and exhibits regarding the College's budget and financial condition and relevant economic factors. The following is a review of the testimony provided in regard thereto.

Project Specialist – Career Development Services

This position has been occupied by the incumbent, John Pritchett, for approximately 14 years. Pritchett testified that the job description for the position, Association Exhibit 1-16, accurately sets forth the characteristics, duties and responsibilities of his position. The summary of the position is “Under general supervision, coordinate, develop, implement, and evaluate the Youth Services of Waukesha County Technical College’s Career Development Services Department.”

Pritchett testified that approximately 20%-25% of his time is spent one-on-one with students; 30%-35% spent meeting with groups of students; and the rest of his time coordinating workshops and corresponding by e-mail or telephone with faculty, staff and counselors from other schools. He also coordinates two events: the career exposition and summer camp.

Pritchett testified that he does career counseling, but not personal counseling. He would be the one who would make a judgment call to refer a student to a counselor.

The position requires a Bachelor’s degree in education or related field. No certification is required.

Recruitment Coordinator – Diversity

Manuel Santos has been the Recruitment Coordinator – Diversity for the last 23 years.

The position requires a bachelor’s degree, although an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired will also be considered. Santos has a Bachelor’s degree in management with a minor in adult education. No certification is required.

Association Exhibit 1-18 accurately sets forth the duties and responsibilities of the position. The position is summarized as follows: “Under general supervision from the

Recruitment Supervisor, this position is responsible for implementing advanced level recruitment and community outreach functions to targeted population in support of the College's mission and goals. This involves representing WCTC to prospective students and the community, coordinating activities and collaborating with other staff to implement marketing initiatives."

Santos testified that his primary focus is the recruitment of students of color. He spends 75%-80% of his time in case management. This entails disseminating information, getting students to apply, helping them set up the assessment, having them go through the regular admissions processes, making sure they register on time, and assisting students in getting financial aid. The rest of his time, about 25%, is spent doing duties related to recruiting, going out to the high schools, career nights, and other internal and external recruitment type activities.

When he and his supervisors meet, they sometimes meet with counselors who apprise them of changes in programs, etc., that they need to know for recruitment.

Santos testified that he doesn't view his work as involving counseling because he is not a professional counselor but that he provides academic advising for students. He coaches and if counseling is required he makes the referral.

With respect to hours, Santos works with his supervisor who sets his hours. If he works extra hours, in excess of 40 hours in a day, he takes an equivalent amount of time off usually within a two-week period. Flexibility is essential in his job.

Reference Librarian

This position has been occupied by Colleen Cullen for the last nine year.

The job description for the position, Association Exhibit 1-20, sets forth numerous duties and responsibilities, but 97% of Cullen's time is spent performing the following two of the specified duties:

- #2. Provide daily professional level reference desk and research services to faculty, staff, students and community members to include assisting patrons with reference questions, research and database searchings; and electronic reference inquiries (Marion, online databases).
- #5. Design, schedule and implement user workshops, library research courses and services, and library instructional materials to support and integrate the Critical Life Skill of “information seeking,” in coordination with the Director of Library Services, collaborate with faculty to incorporate information literacy into the curriculum. Chair and/or co-chair the Library Instruction Working Committee.

Cullen’s regular hours are 8:00 a.m. – 4:30 p.m., but requires flexibility. When she works in excess of 40 hours, she tries to balance it out during the same week.

Cullen has a Bachelor’s degree in social work and a Master’s degree in library and information science. The position requires a Master’s degree in Library Science.

Retention Specialist – Special Populations

This is a consolidated position that was created one and one-half to two years ago. The position is occupied by Beth Felch.

The position, Association Exhibit 1-21, is summarized as follows: Under direct supervision of the Director, Counseling, Retention and Special Services, to provide academic advising, retention follow-up, vocational guidance, assessment, and overall case management for potential and current WCTC students classified as special population students (single parents, economically disadvantaged, academically disadvantaged, non-traditional students, displaced homemakers).

Among the numerous job duties and responsibilities of the position, Felch’s primary duties are the following:

- #5. Work cooperatively with WCTC's faculty, counselors, staff, and coordinate support services to meet the individual student's needs.
- #8. Initiate and support students in completing their Student Growth and Development plans.

About 30-32 hours on average per week is spent directly one-on-one with students. Felch testified that she provides personal support and guidance to students, not counseling. She does refer students to therapeutic sort of counseling.

Felch's regular hours are set at the beginning of the school year. She works, on average, a 37.5 hour week. Her schedule is flexible and adjusted to meet special needs.

Felch has a Bachelor's degree in psychology and a Masters of Education, Transition, Vocational Rehabilitation and/or related field.

Instructional Development Specialist

Until recently, the position was occupied by Bill Babler. He has a Master's degree in vocational education. The position requires a Master's in curriculum development/design.

Babler testified that the position is really one of a master teacher. The primary duty and responsibility of the position is to educate faculty and instructional managers on curriculum and instruction; facilitate learning for managers and counselors. About 20 hours is spent one-on-one in small groups with about 10 hours of preparation time. The remaining 10 hours is spent helping instructional managers and faculty to design programs and curriculums with the programs.

Babler had a basic work schedule, 7:30 a.m. – 4:30 p.m. but it was flexible. If he worked outside the work day, he would usually take off early on Friday of the same week.

Project Specialist – Youth Apprenticeship

Mariann Jane White has occupied the position for the last 15 years. She has a Bachelor of Fine Arts degree and a teacher certification. The position requires a Bachelor's degree in education and related field, but does not require a certification.

The position description, Association Exhibit 1-17, accurately summarizes the position as follows: Under general supervision, to coordinate the development, implementation, and evaluation of the Youth Apprenticeship program, as a part of the School to Work Transition effort, in accordance with project goals and requirements and in cooperation with the Department of Public Instruction (DPI), the Department of Workforce Development, the consortium of local school districts, business and industry representatives, and WCTC staff. Also, coordinate the Compulsory Attendance program for at-risk high school students who attend WCTC under 118.15 contracts.

White works with approximately 140 students. She also works with the professional staff as part of the job.

White has a basic work week of 8:00 a.m. to 4:30 p.m. The schedule is flexible to accommodate extra hours.

The College's Budget and Finances and Liabilities

The College's Chief Financial Officer, Cary Tessmann, testified in depth about all aspects of the College's budget and financial system. How revenue is generated and how, including the legalities, of how revenue is used.

Tessmann explained the mill rate and levy limits and discussed the College's fund balance. The College will have, approximately, a \$27 million fund balance at the end of the

2008-2009 budget. Most however has been designed or reserved for a particular purpose. A large portion for past retirement employment benefits and another significant portion for self-insured fund for health and dental insurance.

Tessmann testified wand addressed a number of other areas relevant to the College's situation including the equalized valuation for the District, home values, drop in the number of FTE positions, the new accrual accounting reporting requirement of OPEB, and the College's funding of its OPEB liability.

WMEP

Lynn Revoy, Vice President of Learning and Student Services, testified to the WMEP position. It was an unusual arrangement where the incumbent, Maureen Brom, was a WCTC employee but worked solely for the Wisconsin Manufacturing Extension Partnership. WCTC was the fiscal agent in the relationship but she performed the job duties and responsibilities as established by WMEP. She was evaluated solely by WMEP with no review by the College. Her goal was to coordinate contracts between WCTC and WMEP.

On August 12, 2008, Brom was hired by WMEP to work directly for them effective August 31, 2008. It was an economic decision by WMEP given the new financial situation brought about by her accretion into the WCTCEA unit.

The College has no intention of creating another WMEP Field position.

POSITIONS OF THE PARTIES:

Union's Position

I. The Economic Conditions of the College and Waukesha Clearly Establish that They have the Ability to Meet the Union's Proposed Final Offer

According to the statutory criteria, Arbitrators are to give "greatest weight" to state laws or directives placing limitations on expenditures or revenues collected and "greater weight" on the economic conditions in the jurisdiction of the municipal employer. Since there are no state-imposed expenditure or revenue restrictions prohibiting the Employer from meeting the Union's final offer, the "greater weight" criterion is the applicable criterion.

The evidence shows that the College is in solid financial condition and has the ability to pay the Union's proposed wage increase. In support of its position, the Union relies on the fact that the College is levying well under the maximum mill rate and, in fact, has decreased its mill rate over the years, and that the same pattern exists for its debt service mill rate.

The College cannot show an inability to pay the additional cost associated with the Union's final offer. \$30 million of the College's budget goes to the units' salary and benefit package. The Union's proposed increase amounts to 0.00020% in the \$30 million faculty salary and benefit package. The College is simply unwilling to pay the additional cost which, as previous arbitrators have held, is not persuasive under the statute.

The Arbitrator must give greater weight to the economic condition of the College's jurisdiction.

The WCTC district is made up almost entirely of Waukesha County, with almost a negligible portion of Jefferson and Racine counties constituting the rest of the District. When comparing per capita personal income, adjusted gross income per return, unemployment rate and

median sale price of a home, it is apparent the residents of Waukesha County enjoy one of the highest standards of living in the State and can easily absorb the cost of the Union's offer.

While the over-all economy may not look good right now, several prognosticators are predicting a rapid recovery.

II. Appropriate External Comparables

The Association's proposed external comparables should be adopted because numerous arbitration awards have established that technical college faculty units are compared, primarily, to other technical college faculty units.

The parties agree that Gateway, Fox Valley, Moraine Park and Northeast are appropriate comparables. However, the Association asserts that Milwaukee and Madison should be included as primary comparables, while the College asserts they should be considered secondary comparables. The College proposes to include Blackhawk as a primary comparable.

The Association contends that Blackhawk should be excluded and Milwaukee and Madison should be considered primary comparables because they are contiguous districts to WCTC which is one of the factors considered in determining appropriate comparables. Not only are the districts contiguous, but Milwaukee and Waukesha counties are considered one metropolitan area. A high percentage of workers commute between the two counties. Further, of the students who commute to WCTC, nearly 11% are from the Madison Area Technical College district.

The extensive movement of students and workers between Waukesha, the Milwaukee area and the Madison area demonstrates that Milwaukee and Madison, as contiguous districts, should be WCTC's primary comparables.

Further, the counties in which Madison and Milwaukee Area Technical Colleges are located are most similar counties to Waukesha County in terms of population, per capita personal income and median sale price of homes. Said counties are the most populous and wealthy in the State and therefore it is appropriate these three colleges be compared together.

Additionally, faculty wages earned at WCTC are most comparable to those at Milwaukee and Madison Area Technical Colleges.

Other arbitrators have determined that WCTC is a primary comparable of Milwaukee and Madison. In a 1981 decision involving Madison Area Technical College, Arbitrator Krinsky used Milwaukee, Waukesha and Gateway as comparables to Madison. In 1984, Arbitrator Yaffe in a Milwaukee VTAE case concluded that the most appropriate comparable employer-employee relationship are those in Madison, Waukesha and Gateway VTAE Districts. If WCTC is considered an appropriate primary comparable to the Madison and Milwaukee Districts, then the reverse should also apply.

Prior interest awards between the parties recognized that Milwaukee and Madison were comparable to WCTC.

In 2001, Arbitrator Bellman, while not adopting the same six comparables as proposed by the Association in this case, did compare same in his discussion.

Prior to that time, Arbitrator Yaffe in 1983 found Milwaukee and Madison to be relevant even though he did not include them in the primary comparables. Yaffe based his primary comparability determination on a 1982 interest arbitration award by Neil Gundermann. However, Gundermann relied on a prior award by Arbitrator Frank Zeidler involving Gateway Technical College. While Milwaukee and Madison were not considered primary comparables, they were considered more comparable than the smaller technical colleges.

Lastly, Blackhawk Technical College should not be included as a primary comparable as proposed by the College because it is not continuous to WCTC, is not nearly as urbanized as Waukesha and is a substantially smaller district. While Blackhawk was included in the 1982 Gundermann award, it was done because he adopted the same comparables as used in the 1979 Gateway Technical College arbitration. In Gateway, Blackhawk was considered a primary comparable in Gateway arbitration because Blackhawk is contiguous to Gateway. It is not contiguous to WCTC.

For all of the above reasons, the Association's comparables should be adopted.

II. Appropriate Internal Comparables

The ten positions at issue were accreted into the Association as the result of an extensive unit clarification proceeding that involved examination of 53 positions. All parties agreed that of the 53 positions examined, the 10 at issue in this proceeding properly belonged in this unit with instructors and counselors. The 10 positions were added because they all involve "direct contact teaching, training, counseling, advisory, and other similar services, to prospective or enrolled WCTC students and employees."

Comparison to others in the same bargaining unit is the appropriate internal comparables.

IV. Accreted Positions Should be Placed on the Parties' Existing, Negotiated Salary Schedule with the Rest of the Unit Employees

- A. The 10 accreted positions were put into this unit because the work of these positions is substantially similar to the work of existing bargaining unit employees, i.e. counselors and instructors.

The primary work of members of this unit is to help students enroll and stay in school, and to assist students in achieving their educational goals, directly in the classroom or outside of the classroom setting.

The Association discusses the work of each of the accreted positions and argues that some of the accreted positions are substantially similar to instructors and others to counselors. Some of the work had, in fact, previously been performed by counselors or instructors before positions were reconfigured and the work was removed from this bargaining unit. Given the similarities in responsibilities and duties of these positions to the work of counselors and/or instructors, along with the fact that some of this work was previously performed by counselors or instructors, the accreted positions should be compensated using the same salary schedule as that agreed upon for counselors and instructors.

B. The accreted positions require similar educational credentials and work experience as those required of instructors and counselors.

The educational credentials required for instructors in this unit vary widely, from an associate degree to a master's degree, depending on the subject area. This range is reflected in the parties' negotiated salary schedule.

All of the accredited positions require a minimum of a bachelor's degree, while two of the positions, Instructional Development Specialist and Librarian, require a master's degree. Said requirements are comparable to, or exceed, the educational requirement for instructors or counselors. The positions also have work experience requirements comparable to instructors and counselors.

C. Wisconsin Technical College System (WTCS) Certification Code.

Currently the WTCS Certification Code does not recognize the titles of the accreted positions as categories of certification. The current Code includes just nine categories of employees.

Given the comparability in duties and responsibilities, and in education and work experience credentials required between the 10 positions at issue and instructors/counselors, the fact that the accreted positions are not currently subject to WTCS Certification should not be a factor keeping them from compensation using the same salary schedule used for instructors and counselors.

However, notwithstanding same, the Association has acknowledged certification in its offer by including a cap on movement through the schedule beyond Step 10 for positions that are currently not subject to WTCS Certification.

- D. The Association's offer to unit movement through the existing salary schedule for the accreted positions is more reasonable than creating a completely different salary schedule.

All 10 of the accreted positions are 12-month positions. The only group of employees in this unit who work a 12-month work year are the counselors. Therefore, the salary schedule has a "12-month Lane." However, the counselors are required to have a master's degree. The Association's offer takes this into account and caps movement through the 12-month lane at Step 5 for 12-month positions that hold less than a bachelor's degree, at Step 8 for positions that require no more than a bachelor's degree, and at Step 10 for positions that require a master's degree but are not currently subject to WTCS Certification.

The Association's offer provides appropriate modifications to the existing salary schedule to address Employer concerns about differences between these employees and instructors and counselors. At the same time, the Association's offer allows the two positions that match counselors in terms of education and work experience, i.e. the Instructional Development Specialist and the Reference Librarians, to be paid the same as the counselors.

E. A separate salary schedule for just 10 positions would complicate further dealings between the parties.

This is so because a separate pay system (1) would have no more than a miniscule impact on the WCTC's budget or total cost, (2) is based on faulty comparison to the AWP unit, (3) is inappropriate based on the similarity of work, educational credentials and required work experience between these positions and the rest of the units' positions, and (4) would lead to future issues and problems for both parties.

V. The External Comparables Support the Association's Offer

A wide variety of position titles beyond instructor and counselor are included in technical college "faculty" units, as is summarized in AE Exhibit 4-1. No other technical college has exactly the same set of position titles as the group at issue here. Nevertheless, where an exact parallel position does exist, the same work is performed at the comparable colleges as part of various other positions.

In summary for every position at issue the Association's offer is supported by all but one of the external comparables that has such a comparable position. Only Northeast Technical College uses a separate salary schedule. Clearly, Northeast's system is not the standard among technical college comparables. The Association's salary amounts are in line with the comparables overall, and they definitely are not out of line for any of the positions. Where the Association's salary amount is higher, it is due to a considerably longer work year compared to that comparable's work year. In contrast, the Employer's proposed salary amounts are consistently lower than the comparable technical college.

VI. The WMEP Field Position

- A. The working conditions of the WMEP Field Agent should be contractualized even if the position is currently unstaffed.

The WMEP Field Agent position has been vacant only since September 1, 2008. This position was accreted into this unit. The working conditions for this position should be codified in the collective bargaining agreement along with other positions, even if the position is currently unstaffed. The position remains a unit position even when unfilled; positions that are vacant are not simply expunged from the scope of representation as the Employer suggests.

- B. The Employer's offer strips one of the accreted members of a basic union right to be recalled to a position from which the employee was laid off.

Ms. Brom, who held the position of WMEP Field Agent until the Employer's termination of its contract with WMEP on August 31, 2008, should be subject to the parties' layoff procedure. She was represented by the Association when final offers were filed by the parties. The parties earlier agreed that Article 22, Layoffs, is applicable to this group of employees with additional language that the accreted positions could form a pool onto themselves. Application of Article 22 would place Ms. Brom on layoff status. Given the differences among the positions, it is almost certain that she would not qualify to "bump" any other employee. It would, however, give her recall rights for 36 months and give her hiring preference for an internal vacancy. The Employer's offer treats Ms. Brom as if she was summarily dismissed which the Employer acknowledges is not the case.

VII. The Association's Offer on the Three Outstanding Language Items is More Reasonable and Should be Adopted

A. The Association's offer on requests for flexibility in scheduling is fairer and more balanced than the Employer's proposal.

Testimony of the incumbents in the positions at issue verified that these positions require extensive, ongoing flexibility in scheduling their work weeks so as to meet with students, faculty, classes and outside groups.

The Association's offer specifies that a supervisor's denial of a request to modify the work week schedule be for valid business reasons. The Employer's offer gives sole, unilateral and binding authority to individual supervisors.

The collective bargaining atmosphere is designed to balance the work arrangements, not give unilateral power to one side. The Association's offer allows for standardization of rules through equitable application and the right to challenge unreasonable denials through the grievance procedure.

B. Compensation for hours over 40 in a week.

The 40-hour work week, with pay or compensatory time for work over 40 hours in a week, is a well-recognized workplace standard. The Association's offer meets the Employer part way by requiring that employees take straight-time "professional hours" (i.e. hour-for-hour substitution in another week) for the first 7 hours over 40 before being eligible for time and one-half pay. The Employer's offer establishes a 47-hour work week.

Based on the testimony of 6 of the 10 incumbents, the Association's offer appears, in fact, to codify the current practice.

Additionally, a 47-hour work week is not supported by the internal or external comparables.

C. Hours of work provision.

The Hours of Work provision states that normal hours are to be eight hours per day Monday through Thursday, and seven and one-half hours on Friday. The College proposes to add the following language at the beginning of the provision: “although the employees’, listed in Section A above, work is not limited to any specified number of hours or days per week,”. Such open-ended, vague language in essence negates establishing hours of work.

The Employer’s offer is not supported by the internal comparables, all of which simply state the hours of work. Neither is it supported by the external comparables, all of which spell out the work hours for the positions.

As with the overtime offer, the Employer’s justification for its offer is that it was the expectation for these positions before they were accreted into the Union. This should be rejected. These employees had no collective bargaining rights before they were added to the unit. They should not now be held to working conditions that were unilaterally imposed on them before they had the right to negotiate hours of work.

Conclusion

The Association contends that in light of the pertinent facts, statutory criteria and analysis of the evidence in the record, the Union’s final offer is more reasonable and should be selected.

Employer’s Position

I. Comparables

The College Urges the Arbitrator to keep the same set of external comparables that have been used in prior interest arbitrations. The College asserts that the list established by Arbitrator Gundermann and affirmed by Arbitrator Yaffe remains the most appropriate group. The group is

the same group proposed by the College. The Association proposes removing Blackhawk from the comparability pool and changing Madison's and Milwaukee's current status from secondary to primary comparables.

Absent evidence of changed circumstance, arbitral authority supports maintenance of the same comparability pool. There have not been changed conditions that justify a new comparable list. Between 1983 and 2006, there were no changes in the comparable counties' relative population rankings; no changes in pertinent counties' total personal income; and no changes in pertinent counties' per capita personal income.

The College argues that the Association's proposed modifications to the comparability pool are misguided. Key indices favor maintenance of the present comparability pool. In this regard, the population of WCTC's District is closer to that of Blackhawk than to Milwaukee's or Madison's Districts; both WCTC's staff full-time employees and instructional staff full-time employees are closer to Blackhawk's than to Milwaukee's or Madison's; and the student population follows the same pattern.

The Association, in support of its position, argues that Arbitrator Yaffe in his decision involving the parties incorrectly found Blackhawk to be a primary comparable in the mistaken belief that it was contiguous to WCTC. This, the College asserts, is incorrect in that Arbitrator Yaffe accepted Arbitrator Gundermann's comparability list in a prior decision and it was on the basis that the issue had been litigated and decided in a prior case, not that Blackhawk was contiguous to WCTC.

Further, the Association's emphasis on contiguity – as opposed to geographic proximity – is misplaced. Citing several arbitration decisions, the College asserts that when arbitrators determine which districts are comparable, the primary considerations are not “size” and “contiguity” but rather “size” and “proximity.”

In this case, while Blackhawk may not be contiguous, it is so proximate as to render most any argument claiming that its non-contiguity justifies a reversal of an established comparability pool.

Also, WCTC's inclusion in Madison area's or Milwaukee area's comparability pool does not justify their inclusion in WCTC's pool. In terms of WCTC, there are multiple nearby colleges that are similar in size, so Madison's and Milwaukee's larger populations are legitimate reason for excluding them from the pool of comparables. On the other hand, Milwaukee and Madison have no similarly-sized college in geographic proximity, so it is logical to classify the much smaller WCTC as a comparable.

The Association also argues that the comparability pool should be reconsidered because of the passage of time. This should be rejected. If potential litigants know that the passage of time will erode the legitimacy of an already-established comparability list, parties that do not want a list changed may make a conscious effort to arbitrate at least one dispute every decade or so. This does not encourage voluntary settlements.

With respect to internal comparables, it is the College's position that two other bargaining units at WCTC are appropriate internal comparables.

The most relevant internal comparable is the AWP unit. Given the similar imposition of the AWP and the newly-accreted employees into the WCTEA, the former is the most pertinent

internal comparable for the latter. Both of these groups are comprised of professional employees, and the primary difference between them is that – unlike the accreted employees in the present case – AWP members generally do not have direct contact with students.

Further, AWP should not be rejected because of its status as an independent association as argued by the Association. The College points out that WEAC by way of unit clarification sought to have five of the current eight members of the AWP be accreted to WCTEA. AWP organized its own local. The Association essentially is requesting that the AWP be relegated to second-class status because it rejected WEAC.

Lastly, the support staff bargaining unit is another appropriate internal comparable. It does not include professional employees, but it should be considered a secondary comparable because its salary schedule structure is similar to the one proposed by the College for the accreted employees.

IV. Greatest Weight Factor

In considering this factor, the Arbitrator must consider the impact that each offer will have on the College's educational mission. Citing Arbitrators Gil Vernon and Doug Knudson in the Tomahawk School District¹ and Oconto Unified School District² cases, respectively, the College contends that even if the Employer can afford the small difference between the parties' two offers, one must consider at what cost to the District's educational mission. Thus, financial and budgetary influences must be considered as well as reduced staff and cuts in supplies and programs.

¹ Decision No. 30024-A (2001).

² Decision No. 30958-A (2005).

When considering the financial and educational impact of an offer, it must be viewed on the long term. Here, the Association's offer negatively impacts the College's educational mission and have significant long-term consequences. The first year difference is not great, but it balloons to a 400% difference in the second year. Over the first ten years, the total cost of the Association's offer could cost the College an additional \$944,900 more than the College's offer. The effect on individual employees' salaries could be staggering. For instance, unit member Colleen Cullen could earn up to an addition \$905,971 in salary and \$1,078,726 in total compensation over the next 30 years, and Beth Felch \$763,454 in salary and \$901,699 in total compensation.

Another important factor is that WCTC faces astronomical other post-employment benefits (OPEB). WCTC's OPEB liabilities exceed those of its primary comparables by an average of a whopping 469%.

The only ways to reduce OPEB liabilities are to pay the benefit on behalf of retirees or place assets into an OPEB trust. The College has chosen the latter. In fiscal year 2007, the College placed \$21.5 million into an irrevocable post-employment benefits trust that will pay insurance premiums for retirees which will be approximately \$3.4 million in 2008-2009.

The fact that WCTC has made multiple staff cuts and program changes must be considered. There has been a 26.8% reduction in full-time employees from the staffing level of 2005 versus 2009. This is a 4% reduction over the last five years.

There has also been multiple program modifications over the same period.

Cuts like the above mentioned begin to affect student services. There could be even more cuts/changes than otherwise would be considered if the Association's proposal carries the day.

V. Greater Weight

The local, state and national economic conditions favor the College's offer.

On the local scene, employees including Quad/Graphics, Spancrete, GE Health Care, Envirotest and Waukesha Sentry either closed or laid off hundreds of employees. Additionally, the tax base is down in some municipalities and values have dropped in Waukesha County.

The State is also struggling. This could impact tax rates within the WCTC District. If state aid is reduced, the College may have to shift the burden to the taxpayer.

The national economy of course affects Waukesha County as already is evidenced by increased unemployment.

Given the local, state and national economic conditions, the greater weight criteria favors the College's final offer.

VI. Other Factors

A. Interest and Welfare of the Public.

The interest and welfare of the public is best served by the College's final offer because the Association's offer could increase the burden on taxpayers at a time when many can ill-afford to face the specter of even more bad economic news. Because WCTC's cost per student full-time employee is second highest in the state, and first among the comparables, Waukesha County taxpayers already are funding the College abundantly and should not be expected to take in even more.

Another consideration within this factor is that the College can attract and retain employees. Because the average length of service for the accreted employees is over ten years, the College has shown that it is a desirable place to work and that its salaries and benefits are competitive.

It is also in the best interest of the public to not pay excessively high salaries or disgracefully low salaries. The WCTC's offer avoids this while the Association's offer would create excessively high salaries for the accreted employees as they all would be placed on the counselor's salary schedule, even though none of the positions requires counseling certification.

Some of the newly-accreted members testified that they do some of the same tasks as certified counselors, but this does not make them counselors. Multiple Association witnesses testified to situations in which they need to make referrals to counselors which acknowledges the unique role counselors play. One witness testified "I am not certified to do that type of counseling."

Lastly, the College anticipates a fund balance of \$27.55 million which the Association may argue should be used. It is not wise, however, to tap into the fund balance to pay recurring salary and benefit costs. The advantages of having a healthy fund balance include easier long-term financial planning, more State tax rates, mitigation of future revenue shortfalls or unanticipated expenditures, and maintenance of a governmental entity's credit worthiness.

B. WCTC's offer fares well among its comparables.

1. External Comparables

The College's primary comparables are the same as that chosen by Arbitrators Gundermann and Yaffe - Blackhawk, Fox Valley, Gateway, Moraine Park and Northeast. Milwaukee and Madison as secondary comparables.

Unlike the Association's comparability documents, WCTC's data compares like positions to like positions – whether represented or unrepresented, whether in a professional or a non-professional bargaining unit.

The data demonstrates that the positions' pre-accretion salaries were competitive with those of the primary comparables. Those pre-accretion salaries plus the above – the CPI salary increases – the WCTC is offering demonstrates the reasonableness of its offer. On the other hand, the Association's offer would take an already reasonable compensation and boost it into the stratosphere by an annual step movement of approximately 5% annually, which would be in addition to any percentage, per cell annual increase.

2. Internal Comparables

The most appropriate internal comparable is the AWP unit. The College's salary structure and increase parallels the AWP unit although step advancement for the unit is not tied to adequate performance of job duties.

The College's structure recognizes that not all certifications are equal. The Association places all on the higher schedule - that of the counselors.

The WCTC's offer is more in line with the CPI while the Association's offer could exceed the CPI for each school year through 2016-2017. Over the next three years it could represent increases of 6.43%, 5.98% and 6.07%.

A secondary internal comparable, the support staff has a similar salary schedule as the newly-accreted employees. The College acknowledges that the positions and wage rates are not similar.

C. Cost of Living

The College's salary and total compensation offers are 1.23% and 0.67%, respectively, above the CPI, while the Association's is 2.17% and 1.46%, respectively, above the CPI.

This criterion favors the College's offer.

D. Overall Compensation

The relevant factors within this criterion in this case are (1) insurance, (2) other past-employment benefits, (3) flex time, (4) overtime, (5) flexible professional hours, and (6) definition of “hours of work.”

The insurance issue favors the Employer because it is paying more, 94%, in 2008-2009 than it did in 2007-2008, 92%. This should be considered part of the monetary package which the Association refuses to acknowledge. The College’s contribution is the highest of any of its primary comparables.

Further, the accreted employees are eligible for generous past-employment benefits such as health, dental and life insurance. The accreted employees in this unit compare very favorably with the external comparables.

Another issue, flex time, is addressed by the parties. According to the College’s proposal, an employee may take flex time if his/her supervisor approves it, but the Association would allow a supervisor to deny a flex-time request only “for valid business reasons.” The Association does not define what a “valid business reason” might be. The Association’s proposal is not supported by either the primary or secondary comparables which require “mutual agreement” or something more restrictive. Neither is it supported by the internal comparables.

The Association also makes a proposal for overtime for hours between 40 and 47. The Association’s offer would permit workers to accumulate flexible professional hours for that time. The College asserts that the employee’s regular salary should include those hours. The Association’s offer is not supported by the primary external comparables. They support the

College's position that professional, exempt employees such as the accreted employees are not entitled to additional compensation for working slightly above the 39½-hour/week minimum expectation. The internal comparability pool also favors the College's proposal.

A related issue involves contradictory language that is in the Association's final offer. One section of the offer seemingly would require employees to take professional flexible hours, but another section appears to give employees the option to reject that benefit. This contradiction would place the College in a contractually ambiguous situation if an employee worked 42 hours and, for whatever reason, decided that he/she did not want to use flexible professional hours.

Lastly, the parties differ in the "hours of work." The difference is a philosophical difference regarding the nature of professionals. The College adds language to the "Hours of Work" provision to acknowledge that while hours are set forth, as professionals accreted members may have to work more than a previously-established number of hours. As professionals this may be necessary to complete their professional tasks.

VII. WMEP Field Agent

Ms. Brom, Field Agent, ceased working for WCTC in August 2008. The Association is asking to grant her recall rights under the layoff provision of the WCTEA's collective bargaining agreement. However, making such a determination would require a fact-intensive analysis of College policies for non-represented employees, any past practice and the circumstances surrounding Ms. Brom's departure. This is not an interest arbitration issue. If the Association believes the College violated Ms. Brom's employment rights, it should have filed a prohibited practice complaint.

The College eliminated the WMEP Field Agent position and has no plans to bring it back. The Association is asking the Arbitrator to set the salary for what is essentially a fictitious position. This is simply not reasonable.

Conclusion

Based on the discussion above, the College asserts that its final offer is the most reasonable and should be selected by the Arbitrator.

Reply Briefs:

Again, like their initial briefs, the parties filed extensive reply briefs challenging every major point or argument made by the other party.

Very briefly, the Association argues and presents evidence that changed circumstances justify adding Milwaukee and Madison as primary comparables. The Association argues that in fact since 1983 circumstances have changed in the area of population, total personal income and faculty staff to make Madison and Milwaukee similar to WCTC and make Blackhawk less similar to Waukesha. Further, they are contiguous to Waukesha which arbitrators rely on when they consider “proximity” in determining appropriate comparables.

Contrariwise, the College argues that the Association fails to present any longitudinal data between 1983 and the present that would justify such a drastic modification. The Association argues student “mobility,” but there is no comparison to 1983. The same is true with “population.” Also, other assertions like “elimination of inter-district tuition,” a change in Section 38.01 of the Wisconsin Statutes, and “transferability of credits” are unsubstantiated.

The parties again challenge each other’s position regarding the “major” issue, the salary schedule. In general terms, their position is based on their differing view of where accreted

employees belong as it relates to salary. The Association contends the 10 accreted positions should be treated like the group into which they have been accreted. That is why they should be on the same salary schedule as the faculty, with some modifications, and in the lane with counselors. This is so because their work is similar to counselors. On the other hand, the College's view is that the accreted employees are not counselors; they are not certified as are the counselors in the unit. Internally, the educational requirements of the accreted positions more closely match those of the AWP bargaining unit, as all AWP employees are professional and need at least a bachelor's degree, as opposed to the WCTEA in which some bargaining unit members need only have an associate degree. This makes the AWP the primary internal comparable.

The other issues were examined in detail by the parties. Suffice to say at this point that the Arbitrator has carefully read the parties' positions and considered same in his discussion and Award.

DISCUSSION:

Section 111.70(4)(cm)7 of the Wisconsin Statutes directs the Arbitrator to give weight to the following criteria:

7. 'Factor given greatest weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditure that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration

panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. 'Other factors considered.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

a. The lawful authority of the municipal employer.
b. Stipulations of the parties.
c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost of living.

h. The overall compensation presently received by the municipal employed, (sic) including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The Arbitrator in applying the above criteria must determine which offer is more reasonable based on the evidence presented.

There are four issues in dispute: (1) salary schedule, (2) flexibility in scheduling work week, (3) comp time for hours between 40-47 and (4) WMEP Field Agent. However, the parties agree that the primary issue in this case is the salary schedule. Therefore, unless the

reasonableness of the parties' final offers on the salary schedule is equal or very close, the other issues will not make a difference. This is not to say that the parties' differences on said issues are not important, only that they are not determinative. Accordingly, most of the Arbitrator's discussion will be devoted to the salary schedule issue.

In support of their positions, one or both of the parties rely primarily on the following criteria: greatest weight, greater weight, external comparables and internal comparables. Other criteria have been addressed by the parties and considered by the Arbitrator, but the Arbitrator does not find them to be influential in the outcome of the issues presented.

In addition to the contractual issues in dispute, the parties disagree as to the appropriate external and internal comparables.

External Comparables

It is a well-established arbitral principle that external comparables, once established, shall be maintained unless there is sufficient change in circumstances to warrant a change. It is not that arbitrators will not or cannot change an established comparable pool, but there must be compelling reason to do so. The reason is simple: to provide predictability and stability and guidance to the parties in their negotiations. This can only be done with a strict standard for change.

Here, the appropriate external comparables have been determined. It was established by Arbitrator Gundermann in 1982.³ He found the appropriate comparables to consist of the

³ Waukesha County Technical Institute and Waukesha County Technical Educators Association, Decision No. 18804-A.

following: Blackhawk, Fox Valley, Gateway, Moraine Park and Northeast. He found Madison and Milwaukee to be secondary comparables.

In a case involving the same parties the following year,⁴ Arbitrator Yaffe affirmed the appropriate external comparables established by Arbitrator Gundermann.

The only other interest arbitration involving the parties was in 2001. Although the issue of appropriate external comparables was argued, there was no direct discussion or analysis by the Arbitrator of same. The Association, as here, proposed the addition of Milwaukee and Madison as primary comparables. The Arbitrator's only reference to comparables was his reasoning that even among the Association's proposed comparable group, the Association's position was not supported. In the opinion of the Arbitrator, such reference cannot be reasonably interpreted as an acceptance of Milwaukee and Madison as primary comparables.

In this proceeding, it is the Association that seeks to change the list of comparables. It proposes to eliminate Blackhawk as a comparable and include Madison and Milwaukee as primary comparables. Since it is the Association seeking the change, the Association has the burden of proof to establish a sufficient change in circumstances to warrant its proposed change in comparables.

Arbitrators Gundermann and then Yaffe based their decision to exclude Milwaukee and Madison as primary comparables on the basis of size. The issue, then, is whether there has been a sufficient change in size to disturb the comparables.

Much of the Association's original brief does not address changes, but rather factors that were presented in the Gundermann and Yaffe awards but were not factors that precluded

⁴ Waukesha County Technical Institute and Waukesha County Educators Association, Decision No. 19868-A.

Milwaukee and Madison as primary comparables. For instance, the Association argues that said districts are appropriate primary comparables because they are contiguous to WCTC and as such one big metropolitan area with student mobility.⁵ But the contiguous nature of the district has not changed. This factor was considered in the previous awards. What the arbitrators concluded as a distinguishing factor and one which set Milwaukee and Madison apart and reason for their exclusion as primary comparables, was their size. Gundermann relied on Arbitrator Zeidler's award in Gateway wherein he found WCTC to be comparable to Gateway based on geographic considerations and enrollment, but not Milwaukee or Madison. Arbitrator Gundermann concluded, "... that the appropriate comparables in this case include Gateway, Fox Valley, Moraine Park, Northeast and Blackhawk, with Madison and Milwaukee, based on size, having marginal impact upon the District."⁶ (Emphasis added.) Arbitrator Yaffe in evaluating Milwaukee and Madison with the other comparables likewise concluded, "... the undersigned recognizes and agrees with Arbitrator Gundermann and Arbitrator Zeidler that the two Districts are less comparable than the others referred to above because of their relatively district size."⁷

The Association and College both argue that the size factor favors their position. The College argues that the relative population (size) of Milwaukee, Madison and Waukesha counties has remained the same since 1983; they remain ranked first, second and third, respectively.

The Association counters that while the rankings have remained the same, the disparity in size is less. This, however, is only true with Milwaukee County where the difference went from

⁵ There is no comparison of student mobility from 1983 to present.

⁶ Ibid., p. 13.

⁷ Ibid., p. 3.

344% of Waukesha's population to 253% in 2006. In Madison and Rock/Green County the movement was opposite: Madison went from 119% to 125% and Rock/Green from 50% to 42.2%.

The same mixed-bag holds true when comparing District population. The Association argues that Waukesha is more similar to Madison than Blackhawk because Waukesha is closer to Madison's population (55.5%) than Blackhawk is to Waukesha (48.2%). This is true, but on the other hand, Waukesha wants to be compared with Milwaukee even though it only has 37.48% of Milwaukee's population. It is also noted that these are all 2006 comparisons with no evidence of how they compare (change) to 1983.

The results of a comparison of all staff FTE are similar. Blackhawk has less than one-half (45.9%) the staff of Waukesha, and Waukesha has more than one-half (53.2%) the staff of Madison. But, Waukesha has only one-third (33.2%) the staff of Milwaukee. The Arbitrator notes, however, that a comparison of instructional staff FTE's shows that the differences between Waukesha and Blackhawk and Madison to be more similar in that Blackhawk's staff is 47.05% of Waukesha's and Waukesha staff is 48.44% of Madison's; Waukesha's staff is only 29.6% of Milwaukee's staff.

Finally, a comparison of student FTE's places Waukesha, in terms of disparity, closer to Blackhawk than to Madison or Milwaukee. Blackhawk has 46.9% of the students at Waukesha (1,840 versus 3,817) while Waukesha has 41.8% of the student enrollment at Madison (3,917 versus 9,350) and 30.9% of the students at Milwaukee (3,917 versus 12,661).

Based on the above analysis, the Arbitrator does not find a sufficient change in size comparability to warrant a change in list of appropriate comparables.

Salary Schedule

As discussed earlier, the salary schedule is by far the most important issue in terms of determining the outcome of this case.

Generally stated, the Association seeks to place the accreted positions on the existing WCTCEA schedule for instructors and counselors with slight modifications, and the College proposes a separate schedule specifically for the accreted positions and one that is more in line with non-unit professionals.

In deciding the salary schedule issue, the Arbitrator is mandated by statute to give “greatest weight” to State laws and directives that place limitations on expenditures and revenues that may be collected and “greater weight” to the economic conditions in the jurisdiction of the municipal employer.

The Arbitrator has reviewed all of the exhibits and arguments relative to the greatest weight criteria. Two things. One, it is clear no law or directive seriously impacts the College’s ability to meet the Association’s offer. However, as pointed out by other arbitrators,⁸ the fact that an employer can afford the costs of an offer does not mean this criterion cannot favor the Employer.

With respect to the economic condition within the College’s jurisdiction and the greater weight factor, it is the Association’s position, generally stated, that to focus on the economic conditions at the present time as justification for treating just 10 positions differently from the rest of the unit, who recently reached agreement on a two-year agreement, would be

⁸ See Tomahawk School District, Decision No. 30024-A, Vernon (2001), and Oconto Unified School District, Decision No. 30958-A, Knudson (2005).

inappropriate. Further, the factor requires consideration of the economic conditions of the jurisdiction of the College, not the state or the nation.

While the Association's reading of the statute is correct, it does not mean state and the national economy cannot be considered as it impacts local economies. For instance, the College receives a portion of its revenue from state aid which is affected by the state economy.

No one can deny the County is in a deep, deep recession; the worst since the depression. Of course, different sections of the country and areas within the state are impacted to varying degrees; but all are impacted. It may be that Waukesha County is one of the most prosperous and wealthiest in the state by various indices, but it has been impacted by the recession in terms of business closings and/or layoffs and a rise in unemployment. Further, the taxpayers of Waukesha County who are called upon to support the College, although more affluent than those in most counties, undoubtedly suffered a loss of personal wealth and retirement savings like everyone else

Of course, the Arbitrator must consider the other statutory criteria as well as the "greatest" and "greater" weight criteria.

This case presents an additional challenge to the typical interest arbitration case because what is involved here are accreted positions, that are not instructional or counselor positions, to an existing unit of instructors and counselors.

In deciding the merits of the salary issue, the Arbitrator finds most relevant a comparison of the accreted positions with other positions that are the same or similar with either internal or external comparables.

Internally, it is the College's position that the primary internal comparable is the AWP unit of professionals, while the Association argues it is the WCTCEA unit. The Arbitrator

agrees with the Association. The 10 positions in issue were placed in the WCTCEA unit and not the AWP unit for a reason. Both the AWP and the WCTCEA units are professional units, but the positions in issue were placed in the WCTCEA unit, by agreement, because they provide direct⁹ services to the students as opposed to indirect services provided by the AWP unit. For said reason, their interests are more aligned with the WCTCEA unit of instructors and counselors than the AWP unit of professional employees. However, this does not mean they automatically should be placed in the existing WCTCEA salary schedule. The existing schedule is for instructors and counselors. The accreted positions are neither.

The Association places the accreted positions on the counselor schedule with some modifications and renames the counselor schedule as a 12-month schedule. The College proposes a separate schedule more in line with the AWP schedule. The Association argues that the AWP internal comparable is not appropriate for reasons stated above. The Arbitrator agrees that the WCTCEA unit is the primary internal comparable, but also finds that some comparisons with the AWP unit may be appropriate. (For instance, if the professionals in the AWP had selected WCTCEA as their representative, they would have been in the same unit as the 10 accreted positions and probably on the same salary schedule.)

The difficulty is that the accreted positions do not match up internally with other positions very well. As mentioned earlier, they are neither instructors or counselors although some of the positions, in part, may perform similar duties. Further, external comparables are not

⁹ In their settlement agreement, the parties defined “direct services” as “direct contact teaching, training, counseling, advising, and other similar services to prospective and/or enrolled WCTC students and employees” and indirect services “as” planning, monitoring, evaluations, research, and assessment of programs, including necessary consultation, collaboration, advising, and other similar interactions with WCTC staff.

exact because there are no comparables that are exactly, or closely, the same in title or function. It is not that some of the same job duties are not performed at the external colleges, but that the job duties may be incorporated into another position with other job duties and responsibilities. The Association's exhibits of comparables acknowledges the discrepancies (Association Exhibits 4-10). Further, some of the positions that perform some of the job duties of the accreted employees are on separate schedules and some are non-represented.

All in all, the Arbitrator is unable to reach a definitive conclusion based on a comparison of positions with those similar or allegedly similar in external comparables. For instance, in comparing the Admissions Assessment Coordinator position the Association argues that while there is no such position at Fox Valley, the work is a designated counselor function. This is true with a number of the other positions. But, as the College points out, the position of counselor is different with different job requirements and qualifications. Counselors are counselors. Performing one of their functions does not make one a counselor or make that position the most comparable or even a valid comparable.

As guidance, the Arbitrator reviewed all of the collective bargaining arguments of the primary comparables, secondary comparables and the remaining Districts as well, to determine their placement of non-faculty professionals.¹⁰

¹⁰ The Association argues that only represented professional positions are comparable while the College asserts that as long as the external positions are like or similar, they should be considered even if non-professional or non-represented. Both parties make good arguments. The Arbitrator notes that similar positions compete in the same market place, but also recognizes that non-represented employees have less bargaining power and do not have the ability to utilize the statutory interest arbitration procedure and the leverage collective bargaining and arbitration provide in negotiating their wages, hours and conditions of employment.

Among the primary comparables, nothing consistent emerges. In addition to instructors and counselors, Blackhawk includes only librarians and Moraine only the school nurses. Gateway defines their unit as “all full-time and part-time professional personnel.” In addition to teachers and counselors, the unit includes a host of other professional positions including advisors, librarians, library instruction and reference specialists, school nurses, instructional specialists, high school relations/student activities coordinator, and recruitment, retention and counseling assistants.

Northeast adds to teaching personnel and counselors “other special instructors, and other related professional personnel who are employed in a professional capacity to work with learners and employees.”

Fox Valley has a unit of regular full-time and part-time professional staff working in aid codes 10, 30, 31 and 32 and “classroom instructors, instructor/coordinators, guidance counselors, librarian, specialists in recruitment, admissions, curriculum, distance education and career planning.”

The Association summarized the inclusions of positions in addition to instructors and counselors in comparable bargaining units on the chart below. The College agrees with most of the information. The information objected to by the College is noted by the Arbitrator.

**POSITIONS IN ADDITION TO INSTRUCTORS/COUNSELOR
IN COMPARABLE BARGAINING UNITS**

TECHNICAL COLLEGE	NUMBER OF POSITIONS TITLES IN UNITS	POSITION TITLES IN UNIT WITH INSTRUCTORS/COUNSELORS	SALARY SCHEDULED for these POSITIONS
Gateway Technical College	10	<ul style="list-style-type: none"> • AODA Specialist • A-T Lab Assistants • Aviation Teaching Assistants • High School Relations/Student Activities Coordinator(College's position is that this position is not currently filled) • Instructional Designer • Librarian • Library Instruction & Reference Specialists • Instructional Specialists College's position is that this position is not currently filled) • Recruitment, Retention and Counseling Assistants <p>School Nurse (College: not currently filled)</p>	<p>On same salary schedule</p> <p>Movement through schedule capped at highest lane of required degree (ex. BA + 20 or MA + 40</p> <p>12-month work year for this salary (vs. 157-day calendar for instructors/ 167-day calendar for counselors)</p> <p>College; with exception of librarian, all positions are 52 week positions. Librarians are on same academic schedule as are instructors and counselors</p>
Fox Valley Technical College	16	<ul style="list-style-type: none"> • Admissions Specialist • Career Counselor • Curriculum Specialists • Distance Education Specialists • Instructional Design Specialists • Instructional Designer-Instructional Development and Delivery • Librarian • Minority Services Advisor • Multimedia Instructional Designer • Recruitment Specialists • Research Librarian • School to Work Specialist • Special Need Consultant • Special Populations Consultant • Student Employment Services Specialist • Technical Trainer 	<p>All positions on same salary schedule</p> <p>Extended</p>

Madison Area Technical College	5 (specified)	<p>“Resource Faculty such as”</p> <ul style="list-style-type: none"> • Assessment Consultant • First-Year Experience Faculty Coordinator • Instructional Design Consultant • Instructional Technology Consultant • Mandatory Assessment and Placement Faculty Coordinator 	<p>All positions on same salary schedule</p> <p>Extended contracts receive prorated pay</p>
Milwaukee Area Technical College	4	<ul style="list-style-type: none"> • Coordinator of Cash Management • Outreach Specialists • School Nurses • Senior Specialists-Accounting 	<p>Separate Salary schedules and pay rates</p> <p>52-week positions</p>
Moraine Park Technical College	3 (College claims there are 6 positions)	<ul style="list-style-type: none"> • Career Instructors • Instructional Designers • Learning Specialists 	<p>All positions on one salary schedule</p> <p>Extended contracts receive prorated pay</p>
Northeast WI Technical College	2 (College claims only 1 position)	<ul style="list-style-type: none"> • Librarians • Special Instructors (College unaware of such a position) 	<p>Same salary schedule and calendar;</p> <p>extended contracts receive prorated pay</p>
Northeast WI Technical College, Cont.	12	<ul style="list-style-type: none"> • Academic Advisor & Recruitment Specialist • Career Center Specialist • Community & Regional Services Specialist • EMS Coordinator • Entrepreneurial Development Specialist, CTED • Financial Aid Advisor • Fire Coordinator • Instructional Design Specialist • Multicultural Advisor & Recruitment Specialist • Multicultural Center Coordinator • Program Improvement Coordinator • Technology Trainer 	<p>Separate pay rates</p> <p>12-month positions</p>

Among the non primary and secondary comparables (Chippewa, Mid-State, Nicolet, North Central, Southwest, Western and Wisconsin Indianhead), three, Chippewa, Mid-State and North Central, exclude all non-faculty professionals; Nicolet and Western include all professional staff; and Southwest and Wisconsin Indianhead include specific listed positions. Southwest includes the librarians, school nurse, emergency medical technician instructor and basic education instructor. Wisconsin Indianhead includes librarians, career education evaluators, disability specialists and school health nurses.

What's clear from this analysis is that, as observed earlier, there are almost no exact math-ups of positions; there are external positions that perform some of the duties of the accreted positions as part of their normal other related duties; some are 12-month positions and some not; some of the external positions are represented, while others are not; and in some instances (although a minority) some of the external positions are considered to be non-professional.

A pure match up of positions, either internally or externally, does not yield a clear cut answer as to what the salary schedule should be for the accreted positions.. However, a comparison of how the external comparables have defined their professional bargaining units and treated professional staff other than instruction and counselors is instructive.

To begin with, the one position, Industrial Development Specialist or one closely similar, that is common among all the primary comparables, except Blackhawk, is included in the same unit as instructors and counselors. Further, except for Northeast, they are on the same salary schedule as instructors and counselors (counselors do not have a separate schedule). Among the secondary comparables, Madison has an Instruction Design Consultant position which is in the same unit as instructors and counselors and on the same salary schedule. Milwaukee's unit only includes teaching staff.

Additionally, with respect to other professional employees, the Arbitrator notes that one of the primary comparables, Gateway, defines their unit to include “all full-time and regular part-time professional employees working 50% or more” and another, Northeast, includes “other related professional personnel engaged in professional capacity to work with learners and employees.” Among the remaining colleges, Nicolet includes professional staff employed 50% or more and Western regular full-time and part-time professional employees. At both colleges, all in the unit are on the same salary schedule. Mid-State and North Central exclude non-faculty professionals while Chippewa, Southwest and Wisconsin Indianhead include a list of other professionals.

What the primary, secondary and other comparables establish is that (1) the most closely similar comparisons, Instructional Development Specialist and Reference Librarian are on the same salary schedule as instructors and counselors at the other colleges, and (2) almost all external comparables, including secondary and others, have many, if not all, non-faculty professional positions in the same unit as instructors and counselors and that they are on the same salary schedule as faculty.

The above comparisons confirm the decision reached by the Arbitrator earlier that the proper internal comparable to the accreted positions is the WCTCEA unit of employees and not the AWP as argued by the College. In this regard, the external comparables support the Association. While not all comparables include all or some of the accreted positions, or positions that perform their duties, in the instructor and counselors unit, the ones that do place them in such a unit also place the positions on the same salary schedule as other unit members,

i.e. instructors and counselors. Further, and significantly, comparables that include other non-faculty professionals in the instruction and counselor unit include them on the same schedule as instructors and counselors. The work year may vary, but they are on the schedule.

The above favors the Association's offer, except for the fact that not one of the comparables places positions comparable to the accreted positions or other non-faculty professional positions on a schedule for counselors. In this regard, the Association has re-designated the "Counselor" schedule as a "12-month schedule" claiming that, except for the length of the schedule, there is no difference between the instruction and counselor schedules. The College disagrees. Given the record evidence, the Arbitrator is not able to definitely determine if the two schedules are basically the same or not.

In any event, the Association argues that some of the positions are similar to counselors because they require counseling. It is clear to the Arbitrator from the testimony presented and the job descriptions of the positions that whatever counseling is involved is counseling in a general sense and not what is considered professional counseling. In this regard, counselors must be certified and require a Master's degree. The Arbitrator notes that the Recruitment Coordinator-Diversity, Santos, and Retention Specialist, Felch, testified that they do not view themselves as professional counselors and if their involvement reached the point where such counseling was necessary, they would refer the student to a counselor. The evidence is simply insufficient to find that any of the accreted positions perform work professionally similar to counselors.

Based on the conclusions reached above, the question remains which offer is the most reasonable. The Arbitrator has problems with both final offers.

As discussed, the accreted positions have more of a community of interest with the instructors and counselors unit than the AWP unit. It logically follows, then, that they should be compared to their fellow unit employees in terms of wages rather than to AWP employees. On the other hand, there is no justification to place the positions on the counselor schedule. The Arbitrator is not able to determine if the counselor schedule is a schedule for the distinct educational and credential requirements of counselors or if it is a schedule for counselors because, unlike the rest of the staff, they are 12-month employees. Further, the Association's modification of the schedule to meet both needs does not change the fact that the schedule salaries are based on the counselor position.

Given the choice of placing the accreted positions on the College's schedule or placing the positions on a modified "counselors" schedule, the Arbitrator finds the College's offer more reasonable. The main reason as discussed above is that the Arbitrator cannot sufficiently equate the work of the accreted positions to that of counselors. Further, however, the parties' final offers are only \$6,298 apart for the 2008-2009 year. The average percentage salary increase for the accreted positions is 5.3% which is above the CPI. Also, the College's offer is in the ballpark with the comparables in overall compensation. So, it is not the immediate impact of the proposals that concerns the parties, but rather the long-range impact of the schedules. But, the Arbitrator does not view this Award as a long-range solution. The parties can negotiate a more appropriate schedule in their next negotiations using the Arbitrator's analysis and conclusions reached as guidance. Meanwhile, the College's final offer is more neutral.

Remaining Issues

Although the disposition of the remaining issues is not critical in selecting the most reasonable final offer, it is, nonetheless, important to the parties.

Flex-Time

The parties agree that the contract should contain flex-time language.

The Association proposes that employees' requests for flex-time can only be denied for "valid business reasons." The College proposes to maintain the current language of the contract which provides that it is within the employee's immediate supervisor's discretion to grant or deny the request.

There is no convincing evidence presented for a change to the current contract language, that applies to approximately 700 unit employees, to fit the needs of the 10 accreted positions. The Association argues that under the College's proposal a supervisor can have no legitimate reason and an employee has absolutely no recourse. This may be true, but typically such language is construed to mean that the supervisor may not deny requests arbitrarily or capriciously. Further, and importantly, the Association's proposal is not supported by internal or external comparables.

Overtime

The College believes that as professionals the instant employees are not entitled to overtime merely because they work a minimal number of hours in a particular week. The Association proposes that employees may take flexible professional hours for hours 41 through 47 at straight time.

The evidence suggests that the Association's proposal is more in line with current practice than is the College's. Employees Pritchett, Cullen, Felch and Babler¹¹ all testified that they were allowed to flex their hours. If they worked in excess of their regular hours, they took

¹¹ Babler is no longer in this position.

an equivalent amount of time off shortly thereafter. Internally, the WCTCEA comparable favors the Union, but the AWP comparable favors the College. The externals are not convincing.

Hours of Work

The parties agree that the normal hours of work for the accreted full-time positions is “. . . eight (8) hours per day Monday through Thursday, and seven and one-half (7.5) hours on Friday during the fall and spring school semesters, on days school is in session. During all other times, the normal hours of work are seven and one-half (7.5) hours per day, Monday through Friday.”

The College proposes the following introductory language to the above hours of work, “Although the employees’, listed in Section A above, work is not limited to any specified number of hours or days per week, the normal hours . . .”

Although both parties make good arguments, it is the opinion of the Arbitrator that the parties are making more of the language difference than is the practical reality. This is so because the agreed-upon portion of the hours of work provision sets forth the “normal hours.” In other words, the language allows for some deviation, but not to the extent that the hours stated would no longer be the normal hours.

The Association has the internal comparable of the WCTCEA unit and some external comparables in its favor, while the College has the AWP internal comparable and status quo in its favor. Because there is absolutely no evidence that the current arrangement has presented any problems, the Arbitrator believes the College’s proposal to be the more reasonable of the two. Of course, if the parties’ experience during the term of this agreement turns out to be otherwise, deletion of the disputed language would be appropriate.

WMEP Field Agent Position

In the opinion of the Arbitrator, there are two parts to the WMEP Field Agent inclusion issue. One involves the position itself and setting its salary, etc., and the other involves the employee who occupied the position.

The position was one of the positions accreted to the WCTCEA unit. However, the position was eliminated in August 2008. The Arbitrator agrees with the College that it should not have to bargain over a position that no longer exists. However, the only way to protect the rights the Field Agent is entitled to as an accreted employee under the final offers presented (whatever they may be) is to include the position as originally determined.

Conclusion

Having considered the statutory criteria, the evidence and arguments presented by the parties, the Arbitrator, based on the above and foregoing, concludes that the offer of the College is more reasonable than the Association's, and in that regard, the Arbitrator makes and issues the following

AWARD

The College's final offer is to be incorporated in the collective bargaining agreement between the parties, along with those provisions agreed upon during negotiations.

Dated at Madison, Wisconsin, this 7th day of July, 2009.

Herman Torosian, Arbitrator

WCTC Initial Final Offer
For positions added to WCTEA as per
Unit Clarification Agreement of 10/1/07

Note: Additions are underlined. Deletions are struck out. If the language is not underlined or struck out it represents that the present contract language between the parties is fine in its present form. Housekeeping items are boxed. Tentative Agreements are shaded. All tentative agreements are subject to an Agreement on the entire document. The College reserves the right to modify its proposal at any time. Proposals are made with out prejudice or precedent.

1. **Effective July 1, 2008 and thereafter all terms and provisions of WCTEA contract that are applicable to “educators” and/or “counselors” except as indicated below, apply to employees in these positions.**

All items listed below apply prospectively and are first effective July 1, 2008.

2. **Workday and Flexible Professional Hours – Covered by current Article 60 – “Workday for Counselors”.**

A. This Article (provision) applies to the following positions:

Admissions Assessment Coordinators
Project Specialists – ~~Community Career Center~~ Career Development Services
Instructional Development Specialists
Project Specialists – Youth Apprenticeship
Recruitment Coordinators – Diversity
Recruitment Coordinators – High School
Reference Librarians
Retention Specialists
Transition/Retention Specialists

B. HOURS OF WORK

Although ~~FLSA exempt~~ the employees', listed in Section A, above, work is not limited to any specified number of hours or days per week, the “normal” hours of work for full-time employees in positions listed in A, above are to be eight (8) hours per day Monday through Thursday, and seven and one-half (7.5) hours on Friday during the fall and spring school semesters, on days school is in session. During all other times, the normal hours of work are seven and one-half (7.5) hours per day, Monday through Friday.

While there are no specifically designated lunches and break times, it is the expectation that employees will use discretion, set a positive example, and maintain a positive public image.

C. FLEXIBLE SCHEDULING DURING WORKWEEK

All employees have the responsibility to inform their immediate supervisor when they change their normal schedule. Each supervisor must be knowledgeable of the whereabouts of employees in order to properly operate the unit. Each unit is responsible for developing a system that will account for all employees' work hours.

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one pay period as defined in section B above. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

D. OVERTIME PAY

During "normal" workweeks that are 37.5 hours for full-time non-instructor/non-counselor employees in positions authorized as "40 hours per week", non-instructor/non-counselor employees will be paid one and one-half (1.5) times their regular rate of pay for eligible hours worked in excess of forty-five (45) per week and on college designated holidays. During all other weeks, these employees will be paid one and one-half (1.5) times their regular rate of pay for eligible hours worked in excess of forty-seven (47) per week and on college designated holidays. For overtime pay purposes, the workweek starts at 12:01 a.m. Sunday and ends at midnight the following Saturday. All overtime hours must be scheduled and authorized in advance by the employee's supervisor.

In order to receive compensation for overtime hours, the hours must be reported to the Payroll Department on a **Professional Employee Overtime** form at the end of each payroll period. The **Professional Employee Overtime** form must be completed by the employee and must be signed by both the employee and his/her supervisor. Overtime payments will be made each payday for the previous pay period, (e.g. overtime earned between the first and fifteenth of a month will be paid at the end of the month).

E. ELIGIBLE HOURS - EXCLUSIONS

The following activities, when required by the immediate supervisor, are ~~not~~ to be counted when determining eligibility for overtime pay or flexible professional hours:

- a). Time performing assigned work.
- b). Time in attendance at college board meetings that extend a workday beyond eight (8) hours or are on a non-workday.
- c). Time in attendance at Advisory Committee meetings that extend a workday beyond eight (8) hours or are on a non-workday.
- d). Travel time connected to and time in attendance at conferences, workshops, seminars and other training that extends a workday beyond 8 hours or is on a non-workday.
- e). Time in attendance at any civic, professional, or service organization function that extends a workday beyond eight (8) hours or is on a non-workday.

F. FLEXIBLE PROFESSIONAL HOURS

In lieu of receiving pay for overtime scheduled and authorized in advance by their supervisor, these employees may elect to earn flexible professional hours at the rate of one (1) hour for each hour of overtime for which they are entitled to be compensated. An employee may accrue up to eighty (80) hours. Flexible professional hours worked when the employee's time accrual is eighty (80) hours must be paid out in cash at the overtime rate. Professional hours may be taken off at times requested by the employee and approved by his/her supervisor. Department supervisors will be responsible for maintaining logs and accounts of all time earned and taken off.

~~2. Flexible Professional Hours Covered by current Article 54 "Flexible Professional Hours for Counselors"~~

~~*LB states that this is the status quo as told to her by incumbent employees.*~~

3. Work year:

A. The work year for the following positions accreted into the WCTEA as per the October 1, 2007 agreement will be 12-months with salary as per the attached spreadsheet and as described on the pages 8 and 9 of this offer.

- Admissions Assessment Coordinator
- Project Specialist – Career Development Services
- Instructional Development Specialist
- Project Specialist – Youth Apprenticeship
- Recruitment Coordinator – Diversity
- Recruitment Coordinator – High School
- Retention Specialist
- Transition/Retention Specialist
- Instructional Development Specialist
- Reference Librarians

These positions are eligible for paid vacation per number 4, below.

4. Vacation:

Twelve Month Positions accreted into the WCTEA as per the October 1, 2007 agreement will receive vacation allotment as follows:

<u>First year of employment:</u>	<u>Fifteen (15) days of vacation</u>
<u>Second to tenth year of employment:</u>	<u>Twenty (20) days of vacation</u>
<u>Eleventh year of employment and thereafter:</u>	<u>Twenty-five (25) days of vacation</u>

5. *John Pritchett – retains sick days over 90 already accrued, however, once used his maximum sick leave accumulation goes to 90.*

6. Tuition Reimbursement/Earned Credit

A. Employees in positions subject to WTCS certification are eligible for earned credits as per Article 78, “Credit Definition” and Article 79, “Salary Adjustment for Earned Credits”. (currently this includes Instructional Design Specialist and Reference Librarians)

B. Employees in positions not subject to WTCS certification and not otherwise covered in A, above, are eligible for Tuition Reimbursement under the WCTC’s policy HUM-400 as revised August 2006; and HUM-400-01, 400-02, and 400-03 as revised August 2004, as long as the position is not subject to WTCS certification. If/when a position covered by this provision becomes subject to WTCS certification, the employee will be eligible for earned credits as per Articles 78 and 79 and will no longer be eligible for Tuition Reimbursement as outlined herein. All credits earned, pursuant to Article 78 and 79, after the employee’s position is required to possess WTCS certification will be eligible for earned credit, effective with the start of the next negotiated calendar year following the implementation of the certification requirement.

7. **Employees’ seniority to be based on their WCTC hire date. Employees are grandfathered for prior time employed before accretion. Employees with less than two (2) years of employment will be considered on probation for the remainder of their first 2 years of employment. (Follow Article 18- ability to allow an additional year of probation for non-renewal only.)**

Employees accreted to the bargaining unit who possess and are required by their position to have WTCS certification will be subject to Article 18-Fair Dismissal, Non-renewal, Discipline and Article 19- Dismissal Procedure and section 118.22, Wis. Stats. Employees accreted to the bargaining unit who are not required by their position to have WTCS certification will be subject to Article 18 and Article 19, however, such employees shall only be covered by the timeline for non-renewal as set forth in section 118.22(2), Wis. Stats. Such employees who are not required by their position to have WTCS certification shall not be covered by the provisions of section 118.22(3), Wis. Stats.

8. ADD to Article 22 - Layoff-Displacement:

- a. Employees who were represented by the WCTEA prior to (effective date of this agreement) are not eligible to displace any employees who were accreted into the WCTEA as per the 10/1/07 agreement; nor may any employee accreted into the WCTEA as per the 10/1/07 agreement be eligible to displace any employee who is represented by the WCTEA prior to (effective date of this agreement).
- b. In the case of a layoff of an employee in a position accreted into the WCTEA as per the 10/1/07 agreement, those employees who were accreted into the WCTEA as per the 10/1/07 agreement will be laid off by inverse seniority among that group of employees, provided the remaining employees are certified for the remaining positions where certification is an employment requirement for the work involved, or, provided the remaining employees meet the minimum education and work experience requirements listed in the job description where certification is not an employment requirement for the work involved. An employee must displace the least senior employee among those he/she could displace.
- c. Any employee who is represented by the WCTEA as of (effective date of this agreement) and who meets the criteria outlined in Article 22 to displace a less senior employee will be able to displace any employee represented by the WCTEA who was hired after (effective date of this agreement).

9. Modify the following Articles in 2007-09 WCTC/WCTEA Collective Bargaining Agreement:

- a. **Article 4 – Limited Term Employee: change “instructor or counselor” to “educator”**
- b. **Article 20 – Certification Requirements: Begin with “Where certification is a requirement for the position, . . .”**
- c. **Article 30 – Information Rights, A: Change “New Instructor . . .” to “New Educator . . .”**
- d. **Personal Leave:**
Employees in Twelve month positions accreted into the WCTEA as per the October 1, 2007 agreement will receive personal leave allotment as follows:

ARTICLE 37 - PERSONAL LEAVE

Full-Time educators shall be entitled to up to a maximum of two (2) days of personal leave each year. Part-Time II instructors shall be entitled to up to one (1) day of personal leave for each semester worked as a Part-Time II for a maximum of two (2) days per year. Twelve (12) month employees in positions accreted into the WCTEA as per the October 1, 2007 agreement will receive up to a maximum of four (4) personal leave days each year. Twelve (12) month employees hired on or after October 1, 2007 into the above referenced accreted positions shall receive up to a maximum of two (2) days of personal leave each year. Such days shall be noncumulative, shall be deducted from the educator's sick leave accumulation, and may be used in the same increments as sick leave. Personal leave shall only be used for personal and compelling reasons which cannot reasonably be conducted outside of the educator's workday.

Personal leave shall not be used as vacation or to engage in activities for which the educator 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. Personal leave may, however, be used to participate in union or nonunion sponsored workshops, seminars, conferences or legislative activities (other than rallies) that the educator has determined to be of personal benefit, value or importance. Whenever possible, the educator shall notify his/her supervisor at least forty-eight (48) hours in advance of using personal leave. Additional personal leave may be granted at the discretion of the Board.

e. Funeral Leave:

Employees in Twelve month positions accreted into the WCTEA as per the October 1, 2007 agreement will receive funeral leave allotment as follows:

FUNERAL LEAVE

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.

12-month employees hired on or after October 1, 2007 into the above referenced accreted positions shall receive funeral leave in accordance with Article 38 Funeral Leave.

f. Article 49 – Reduced Load For Association President: Add “with nineteen (19) workload points (or 50% of full time assignment if position not subject to workload) . . .

g. Article 57 – Emergency School Closing: Change “instructor” to “educator.”

h. Article 58 – Reporting to Work During Extreme Weather Conditions : Change “instructor” to “educator.”

**ARTICLE 58 - REPORTING TO WORK DURING
EXTREME WINTER WEATHER CONDITIONS**

- A. When school is open, but roads are in hazardous driving condition due to the effects of a winter storm, Full-Time and Part-Time II ~~employees~~ educators 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 educator has a personal leave balance available). (Full-Time and Part-Time II educators only)
 2. Full-Time and Part-Time II educators may make up the time during the next four (4) weeks without premium pay (if scheduling is feasible and the manager approves).
 3. Take the day/time without pay.
 4. Elect to have a day(s) added to their individual contracts without additional pay. (Full-Time and Part-Time II Instructors only)
 5. Use a vacation day (provided a vacation balance is available). (12 Month Employees Eligible for Vacation Counselors-only)
 6. If a Part-Time I instructor's scheduled class on that day is not held, the Part-Time I instructor may reschedule the class time, if feasible, and the manager approves.
- B. Each educator 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 educator must submit an absence form to his/her immediate supervisor indicating which of the above listed options of those available to that employee, he/she has chosen.

~~i. Article 60 – Workday for Counselors: Change to “Workday for Non-Teaching Faculty.”~~

~~j. Article 75 – Guidance Counselor Vacation Schedule: Change to “12 Month Employee Vacation Schedule.”~~

~~k. Article 76 – Counselor Holidays: Change to “12 Month Employee Holidays.”~~

10. Appendix (old) A-5: Add names of accreted employees hired prior to ~~January 11, 2006.~~ July 1, 2004. Accreted Employees hired prior to July 1, 2004 shall be covered by Article 82, Section E, Retiree Insurance, subsection 1. Accreted Employees hired on or after July 1, 2004 shall be covered by Article 82, Section E, Retiree Insurance, subsection 2.

11. Appendix (old) A-6: Add names of any applicable accreted employees.

12. Appendix (old) B-4 – Counselor Improvement System Trial: Expand this pilot to include all non-teaching faculty.

WCTC Salary Schedule and Compensation Offer for 2008-2009

Please see the attached spreadsheet detailing the individual employee's current annual salary, proposed placement and salary schedule limit under the College's offer.

Professional Services Salary Schedule (For the positions held by Babler, Reighter, Pritchett, White, Santos, Mangino, Cullen, Kemper, Felch, and Gonzalez)

- 1). *All of the above listed (Babler, Reighter, Pritchett, White, Santos, Mangino, Cullen, Kemper, Felch, and Gonzalez) employees' shall be placed on a new professional services salary schedule.*
- 2). *The placement of such employees is as set forth on the attached salary schedule document and as described below.*

Proposed 2008-09 Salary Schedule - Classification

Step	A	B	C
1	46500	51500	56500
2	48318	53500	58682
3	50136	55500	60864
4	51955	57500	63045
5	53773	59500	65227
6	55591	61500	67409
7	57409	63500	69591
8	59227	65500	71773
9	61045	67500	73955
10	62864	69500	76136
11	64682	71500	78318
12	66500	73500	80500

LAST NAME	TITLE	CURRENT ANNUAL SALARY	PROPOSED 2008-09 PLACEMENT	Salary Schedule Limit	WCTC Salary Amount -08-09	INCREASE	Percent incr. for 08-09
Reighter	Admissions Assessment Coordinator	\$ 45,735	Grade A, Step 2	Eligible for Step	\$ 48,318	\$ 2,583	5.65%
Babler	Instructional Development Specialist	\$ 69,528	Grade C, Step 9	Eligible for Step	\$ 73,955	\$ 4,427	6.37%
Pritchett	Project Specialist - Career Development Services	\$ 64,887	Grade A, Step 12	Not Eligible for Step	\$ 66,500	\$ 1,613	2.49%
White	Project Specialist - Youth Apprenticeship	\$ 63,778	Grade A, Step 12	Not Eligible for Step	\$ 66,500	\$ 2,722	4.27%
Santos	Recruitment Coordinator- Diversity	\$ 71,378	Grade B, Step 12	Not Eligible for Step	\$ 73,500	\$ 2,122	2.97%
Mangino	Recruitment Coordinator- High School	\$ 64,391	Grade A, Step 12	Not Eligible for Step	\$ 66,500	\$ 2,109	3.28%
Cullen	Reference Librarian	\$ 60,116	Grade B, Step 7	Eligible for Step	\$ 63,500	\$ 3,384	5.63%
Kemper	Reference Librarian	\$ 22,904	Grade B, Step 1	Eligible for Step	\$ 25,750	\$ 2,846	12.42%
Felch	Retention Specialist	\$ 45,600	Grade A, Step 2	Eligible for Step	\$ 48,318	\$ 2,718	5.96%
Gonzalez	Transition/Retention Specialist	\$ 58,189	Grade A, Step 9	Eligible for Step	\$ 61,045	\$ 2,856	4.91%

Movement on the Wage Schedule: All of the above employees who have accepted a contract for the next contract year will move from their present step [as delineated above for July 1, 2008] to the next step on the salary schedule on August 1, 2009, except that an employee who is initially hired at the beginning of the spring semester or later will remain on the step they were hired at for the following school year. Thereafter the employee shall move to the next step on the salary schedule on August 1st and be covered by the provisions of Article 68, Increment Progression.

**Manuel Santos is Placed in Grade B, Step 12 and is grandparented above the actual salary schedule placement for the Recruitment Coordinator – Diversity position. The position of Recruitment Coordinator – Diversity shall be prospectively placed in Grade A upon Mr. Santos' resignation/retirement from the position.*

Special Provision for WMEP Field Agent, Maureen Brom.

Backpay Compensation for Wisconsin Manufacturing Extension Partnership Field Agent, Maureen Brom

- A. Ms. Brom's employment with the College was terminated on August 31, 2008. The College asserts that Ms. Brom's employment with the College was not terminated due to performance or conduct concerns, but rather due to the elimination of funding for Ms. Brom's position by the Wisconsin Manufacturing Extension Partnership. The College has eliminated the Wisconsin Manufacturing Extension Partnership Field Agent position. Ms. Brom has no re-employment rights with the College underneath the collective bargaining agreement between the College and the Association.

- B. Ms. Brom shall receive backpay compensation for services rendered for the College for the time period of July 1st, 2008 through and including August 31, 2008. Ms. Brom's annual salary for the 2007-2008 fiscal year was \$78,522. Ms. Brom continued to receive her 2007-2008 annual salary on a pro-rated monthly basis for services rendered for College for the time period of July 1st, 2008 through and including August 31, 2008. Ms. Brom's 2007-2008 salary of \$78,522 shall be supplemented for the time period of July 1, 2008 through August 31, 2008 by an additional one-time payment of \$715.92. The foregoing additional one-time payment of \$715.92 referenced above shall constitute the entire amount of backpay compensation that is due to Ms. Brom for services rendered for the College for the time period of July 1st, 2008 through and including August 31, 2008.

WCTC - Preliminary Final Offer for 2008-2009

Salary Increases Effective July 1, 2008

LAST NAME	FIRST NAME	TITLE	HIRE DATE	SENIORITY DATE	GRADE	REQUIRES CERTIFICATION	HIGHEST DEGREE	CURRENT ANNUAL SALARY	PROPOSED 2008-09 PLACEMENT	Salary Schedule Limit	WCTC Salary Amount -08-09	INCREASE	Percent incr. for 08-09
Reighter	Patrice	Admissions Assessment Coordinator	13-Mar-06	13-Mar-06	3		90 Credit	\$ 45,735	Grade A, Step 2	Eligible for Step	\$ 48,318	\$ 2,583	5.65%
Babler	William	Instructional Development Specialis	17-Sep-03	17-Sep-03	5	X	MA	\$ 69,528	Grade C, Step 9	Eligible for Step	\$ 73,955	\$ 4,427	6.37%
Pritchett	John	Services	10-Jan-91	10-Jan-91	3		MA	\$ 64,887	Grade A, Step 12	Not Eligible for Step	\$ 66,500	\$ 1,613	2.49%
White	Mariann	Project Specialist - Youth Apprenticeship	17-Aug-94	17-Aug-94	3		BA	\$ 63,778	Grade A, Step 12	Not Eligible for Step	\$ 66,500	\$ 2,722	4.27%
Santos	Manuel	Recruitment Coordinator - Diversity	29-Sep-86	29-Sep-86	4		2 FRM BA	\$ 71,378	Grade B, Step 12	Not Eligible for Step	\$ 73,500	\$ 2,122	2.97%
Mangino	Janice	Recruitment Coordinator - High School	07-Aug-72	07-Aug-72	3		90 Credit	\$ 64,391	Grade A, Step 12	Not Eligible for Step	\$ 66,500	\$ 2,109	3.28%
Cullen	Colleen	Reference Librarian	03-Jan-00	03-Jan-00	3	X	MA	\$ 60,116	Grade B, Step 7	Eligible for Step	\$ 63,500	\$ 3,384	5.63%
Kemper	Terry	Reference Librarian	19-Oct-05	19-Oct-05	3	X	MA	\$ 22,904	Grade B, Step 1	Eligible for Step	\$ 25,750	\$ 2,846	12.42%
Felch	Beth	Retention Specialist	16-Nov-07	16-Nov-07	3		MA	\$ 45,600	Grade A, Step 2	Eligible for Step	\$ 48,318	\$ 2,718	5.96%
Gonzalez	Colleen	Transition/Retention Specialist	12-Apr-04	12-Apr-04	3		MA	\$ 58,189	Grade A, Step 9	Eligible for Step	\$ 61,045	\$ 2,856	4.91%
Total								\$ 566,206			\$ 593,886	\$ 27,380	5.39%

Proposed 2008-09 Salary Schedule - Classification

Step	A	B	C
1	46500	51500	56500
2	48318	53500	58682
3	50136	55500	60864
4	51955	57500	63045
5	53773	59500	65227
6	55591	61500	67409
7	57409	63500	69591
8	59227	65500	71773
9	61045	67500	73955
10	62864	69500	76136
11	64682	71500	78318
12	66500	73500	80500

**WCTEA Final Offer for positions added to WCTEA as per
Unit Clarification Agreement of 10/1/07**

NOTE: Gray shading indicates tentative agreement.

WMEP Field Agent Positions

WMEP Field Agent positions to be treated as faculty doing contract teaching; subject to all terms and provisions of WCTEA contract applicable to instructors, including 176 day calendar, instructor workload, Alternate workload (new App. A-11). Exception: Earned credit/tuition reimbursement as indicated below.

Remaining Issues:

1. Effective July 1, 2008 and thereafter, all terms and provisions of WCTEA contract that are applicable to “educators” and/or “counselors” except as indicated below, apply to employees in these positions.

All items listed below apply prospectively and are first effective July 1, 2008.

- ~~2. Parties will mutually agree on that the content of each position’s job description provided by the College on or about July 21, 2008, accurately reflects the position that was accreted into the WCTEA October 1, 2007, including each position’s education requirement.~~

3. Workday and Flexible Professional Hours

A. APPLICATION - This Article (provision) applies to the following positions:

Admissions Assessment Coordinators
Project Specialists – ~~Community Career Center~~ Career Development Services
Instructional Development Specialists
Project Specialists – Youth Apprenticeship
Recruitment Coordinators – Diversity
Recruitment Coordinators – High School
Reference Librarians
Retention Specialists
Transition/Retention Specialists

B. HOURS OF WORK

The normal hours of work for full-time employees in the positions listed in A. are eight (8) hours per day Monday through Thursday, and seven and one-half (7.5) hours on Friday during the fall and spring school semesters, on days school is in session. During all other times, the normal hours of work are seven and one-half (7.5) hours per day, Monday through Friday.

While there are no specifically designated lunches and break times, it is the expectation that employees will use discretion, set a positive example, and maintain a positive public image.

All employees have the responsibility to inform their immediate supervisor when they change their normal schedule. Each supervisor must be knowledgeable of the whereabouts of ~~non-instructor/non-counselor~~ employees in order to properly operate the unit. Each unit is responsible for developing a system that will account for all ~~non-instructor/non-counselor~~ employees' work hours.

C. FLEXIBLE SCHEDULING DURING WORKWEEK

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to ~~grant or deny~~ the employee's request for valid business reasons, in his/her sole discretion. ~~The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor.~~ All hours of work under a flexible work schedule arrangement must be completed within one pay period as defined in Section B above. This agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

D. OVERTIME PAY

During ~~normal~~ workweeks that are 37.5 hours for full-time ~~non-instructor/non-counselor~~ employees in positions authorized as "40 hours per week", ~~non-instructor/non-counselor~~ employees ~~will be~~ **are required to use "flexible professional hours" for the first five (5) eligible hours worked in excess of forty (40) hours per week. Employees are required to use "flexible professional hours" for the first seven (7) eligible hours worked in excess of forty (40) hours per week during all other workweeks.**

During ~~normal~~ workweeks that are 37.5 hours for full-time employees in positions authorized as "40 hours per week", employees will be paid time and one and one-half (1.5) times their regular rate of pay for eligible hours worked in excess of **forty-five (45)** hours per week and on college designated holidays. During all other weeks, these employees will be paid one and one-half (1.5) times their regular rate of pay for eligible hours worked in excess of **forty-seven (47)** hours per week and on college designated holidays. For overtime pay purposes, the workweek starts at 12:01 a.m. Sunday and ends at midnight the following Saturday. All overtime hours must be scheduled and authorized in advance by the employee's supervisor.

In order to receive compensation for overtime hours, the hours must be reported to the Payroll Department on a **Professional Employee Overtime** form at the end of each payroll period. The **Professional Employee Overtime** form must be completed by the employee and must be signed by both the employee and his/her supervisor. Overtime payments will be made each payday for the previous pay period, (e.g. overtime earned between the first and fifteenth of a month will be paid at the end of the month).

E. ELIGIBLE HOURS

The following activities, when required by the immediate supervisor, are to be counted when determining eligibility for overtime pay or flexible professional hours:

- d) Time performing assigned work.
- e) Time in attendance at college board meetings that extend a workday beyond eight (8) hours or are on a non-workday.
- f) Time in attendance at Advisory Committee meetings that extend a workday beyond eight (8) hours or are on a non-workday.
- g) Travel time connected to and time in attendance at conferences, workshops, seminars and other training that extends a workday beyond eight (8) hours or is on a non-workday.
- h) Time in attendance at any civic, professional, or service organization function that extends a workday beyond eight (8) hours or is on a non-workday.

F. FLEXIBLE PROFESSIONAL HOURS

Employees are eligible to use "flexible professional hours" at the rate of one (1) hour for each hour worked for the first five (5) eligible hours worked in excess of forty (40) hours per week during workweeks that are 37.5 hours for full-time employees in positions authorized as "40 hours per week." Employees are eligible to use "flexible professional hours" at the rate of one (1) hour for each hour worked for the first seven (7) eligible hours worked in excess of forty (40) hours per week during all other workweeks.

In lieu of receiving pay for overtime scheduled and authorized in advance by their supervisor **beyond forty-five (45) or forty-seven (47) hours per week, whichever is applicable,** these employees may elect to earn flexible professional hours at the rate of one (1) hour for each hour of ~~work~~ overtime for which they are entitled to be compensated. An employee may accrue up to 80 hours. Flexible professional hours worked when the employee's time accrual is 80 hours must be paid out in cash at the overtime rate. Flexible professional hours may be used at times requested by the employee and approved by his/her supervisor. Department supervisors will be responsible for maintaining logs and accounts of all time earned and taken off.

4. WORK YEAR:

The work year for the following positions will be 12-months:

- Admissions Assessment Coordinator
- Project Specialist – ~~Community Career Center~~ Career Development Services
- Project Specialist – Youth Apprenticeship
- Recruitment Coordinator – Diversity
- Recruitment Coordinator – High School
- Retention Specialist
- Transition/Retention Specialist

- Instructional Development Specialist
- Reference Librarians

These positions are eligible for paid vacation as per #6 below.

5. SALARY LANE AND STEP PLACEMENT

See attached document for lane/step placements.

6. VACATION:

Twelve-month positions accreted into the WCTEA as per the October 1, 2007 agreement will receive vacation allotment as follows:

1 st year:	15 days
2-10 years:	20 days
11 th year on:	25 days

7. *John Pritchett – retains sick days over 90 already accrued; however, once used maximum accumulation goes to 90.*

8. Tuition Reimbursement/Earned Credit:

A. Employees in positions subject to WTCS certification are eligible for earned credits as per Article 78, "Credit Definition" and Article 79, "Salary Adjustment for Earned Credits." (currently this includes Instructional Design Specialist and Reference Librarians.

B. Employees in positions not subject to WTCS certification and not otherwise covered in A. above, are eligible for Tuition Reimbursement under WCTC's policy HUM-400 as revised August 2006; and HUM 400-01, 400-02, and 400-03 as revised August 2004, as long as the position is not subject to WTCS certification. If/when a position covered by this provision becomes subject to WTCS certification, the employee will be eligible for earned credits as per Articles 78 and 79, and will no longer be eligible for Tuition Reimbursement as outlined herein. All credits earned pursuant to Article 78 and 79, after the employee's position is required to possess WCTC certification will be eligible for earned credit, effective with the start of the next negotiated calendar year following implementation of the certification requirement.

9. Employees' seniority to be based on their WCTC hire date. Employees are grandfathered for prior time employed before accretion. Employees with less than two (2) years of employment will be considered on probation for the remainder of their first 2 years of employment. *(Follow Article 18 – ability to allow an additional year of probation for non-renewal only.)*

Non-renewal process for these positions to follow WI St. 118.22.

Employees accreted to the bargaining unit who possess and are required by their position to have WTCS certification will be subject to Article 18-Fair Dismissal, Non-renewal, Discipline and Article 19-Dismissal Procedure, and section 118.22 Wis. Stats. Employees accreted to the bargaining unit who are not required by their position to have WTCS certification will be subject to Article 18 and Article 19, however, such employees shall only be covered by the timeline for non-renewal as set forth in section 118.22(2) Wis. Stats. Such employees who are not required

by their position to have WTCS certification shall not be covered by the provisions of section 118.22(3) Wis. Stats.

10. ADD to Article 22 - Layoff-Displacement:

a. Employees who were represented by the WCTEA prior to (effective date of this agreement) are not eligible to displace any employees who were accreted into the WCTEA as per the 10/1/07 agreement; nor may any employee accreted into the WCTEA as per the 10/1/07 agreement be eligible to displace any employee who is represented by the WCTEA prior to (effective date of this agreement).

b. In the case of a layoff of an employee in a position accreted into the WCTEA as per the 10/1/07 agreement, those employees who were accreted into the WCTEA as per the 10/1/07 agreement will be laid off by inverse seniority among that group of employees, provided the remaining employees are certified for the remaining positions where certification is an employment requirement for the work involved, or, provided the remaining employees meet the minimum education and work experience requirements listed in the job description where certification is not an employment requirement for the work involved. An employee must displace the least senior employee among those he/she could displace.

c. Any employee who is represented by the WCTEA as of (effective date of this agreement) and who meets the criteria outlined in Article 22 to displace a less senior employee will be able to displace any employee represented by the WCTEA who was hired after (effective date of this agreement).

11. Modify Article 37 – Personal Leave as follows: Twelve month positions accreted into the WCTEA as per the October 1, 2007 agreement will receive personal leave allotment as follows:

Full-Time educators shall be entitled to up to a maximum of two (2) days of personal leave each year. Part-Time II instructors shall be entitled to up to one (1) day of personal leave for each semester worked as a Part-Time II for a maximum of two (2) days per year. ~~Employees in~~ Twelve-month positions accreted into the WCTEA as per the October 1, 2007 agreement will receive up to a maximum of four (4) personal leave days each year. Such days shall be noncumulative, shall be deducted from the educator's sick leave accumulation, and may be used in the same increments as sick leave. Personal leave shall only be used for personal and compelling reasons which cannot reasonably be conducted outside of the educator's workday.

Personal leave shall not be used as vacation or to engage in activities for which the educator 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. Personal leave may, however, be used to participate in union or nonunion sponsored workshops, seminars, conferences or legislative activities (other than rallies) that the educator has determined to be of personal benefit, value or importance. Whenever possible, the educator shall notify his/her

supervisor at least forty-eight (48) hours in advance of using personal leave. Additional personal leave may be granted at the discretion of the Board.

12. Add to ARTICLE 38 - FUNERAL LEAVE the following:

Employees in positions accreted into the WCTEA as per the October 1, 2007 agreement will receive funeral leave allotment as follows:

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 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.

13. Modify Article 58 – Reporting to Work During Extreme Winter Weather Conditions as follows:

A. When school is open, but roads are in hazardous driving condition due to the effects of a winter storm, Full-Time and Part-Time II ~~employees~~ educators 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 educator has a personal leave balance available). (Full-Time and Part-Time II educators only)
2. Full-Time and Part-Time II educators may make up the time during the next four (4) weeks without premium pay (if scheduling is feasible and the manager approves).
3. Take the day/time without pay.
4. Elect to have a day(s) added to their individual contracts without additional pay. (Full-Time and Part-Time II Instructors only)
5. Use a vacation day (provided a vacation balance is available). (~~Counselors~~ 12-month employees eligible for vacation only)
6. If a Part-Time I instructor's scheduled class on that day is not held, the Part-Time I instructor may reschedule the class time, if feasible, and the manager approves.

B. Each educator 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 educator must submit an absence form to his/her immediate supervisor indicating which of the above listed options of those available to that employee, he/she has chosen.

14. Modify the following Articles in 2007-09 WCTC/WCTEA Collective Bargaining Agreement:

- a. Article 4 – Limited Term Employee: change “instructor or counselor” to “educator”
- b. Article 20 – Certification Requirements: Begin with “Where certification is a requirement for the position, . . .”
- c. Article 30 – Information Rights, A: Change “New Instructor . . .” to “New Educator . . .”
- d. Article 49 – Reduced Load For Association President: Add “with nineteen (19) workload points (or 50% of full time assignment if position not subject to workload) . . .”
- e. Article 57 – Emergency School Closing: Change “instructor” to “educator.”
- f. Article 70 – Placement on the Instructors’ Salary Schedule – Change to “Placement on the AD, BA or MA Salary Schedule for School Term Educators”
- g. Article 71 – Placement on the Counselors’ Salary Schedule – Change to “Placement on the 12-Month -Salary Schedule.”
- h. Article 76 – Counselor Holidays: Change to “12 Month ~~Non-Teaching Faculty Employee~~ Holidays.”

15. Appendix (old) A-5: Add names of accreted employees hired prior to ~~January 11, 2006~~ July 1, 2005.

16. Appendix (old) A-6: Add names of any applicable accreted employees.

17. Appendix (old) B-4 – Counselor Improvement System Trial: Expand this pilot to include all non-teaching faculty.

18. Article 68, Increment Progression, to become effective August 1, 2009.

SALARY LANE AND STEP PLACEMENT

Babler	Instructional Development Specialist	12-month	Step 7
Brom	WMEP Field Agent	BA	Step 7
<i>NOTE: Brom's wage is for the negotiated school calendar; additional days up to 45 assigned as per CBA; days beyond 45 days may be assigned as per CBA.</i>			
Cullen	Reference Librarian	12-month	Step 4
Felch	Transition Specialist	12-month	Step -1
Gonzales	Transition/Retention specialist	12-month	Step 3
Kemper	Reference Librarian	12-month	Step -1
Mangino	Recruitment Coordinator – HS	12-month	Step 5
Pritchett	Career Center Specialist	12-month	Step 5
Reighter	Admissions Assessment Coordinator	12-month	Step -1
Santos	Recruitment Coordinator – Diversity	12-month	Step 7
White	Youth Apprenticeship Coordinator	12-month	Step 5

The current “counselor” lane of the WCTEA salary schedule to be re-named “12 Month Positions.”

Other than Felch’s and Kemper’s placement, in the future only employees with less than a BA degree shall be placed at Step -1 or Step 0 of the 12-Month lane.

Positions accreted into the WCTEA as per the October 1, 2007 agreement that are not subject to WTCS certification (*as per WTCS Certification Code in effect 8/12/08*) are capped at the step of the highest educational degree required for that position. The educational degree required is as stated in the job descriptions provided by the College on or about July 21, 2008.

If/when the educational requirement for a position is increased, the cap for all employees in that position will be the highest educational degree required for the position.

If/when a position becomes subject to WTCS certification, the salary cap no longer applies and step movement will continue based on the individual employee’s educational credentials.

Employees holding less than a BA are not eligible to move beyond Step 5 unless/until they earn a BA. Employees working in positions not subject to WTCS certification (*as per WTCS Certification Code in effect 8/12/08*) that require a Bachelor’s Degree as the education level for the position are not eligible to move beyond Step 8.

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Employees working in positions not subject to WTCS certification (*as per WTCS Certification Code in effect 8/12/08*) that require a Master's Degree as the education level for the position are not eligible to move beyond step 10.

Employees holding an MA working in positions subject to WTCS certification (*as per WTCS Certification Code in effect 8/12/08*) are eligible to move to the top of the 12-Month lane.

***Unitclarification/WCTEAFinalOffer
Lb/8/18/08***

2008-09 FT SALARY SCHEDULE						
eff. July 1, 2008 (3.0% increase) through December 31, 2008						
	90 CREDIT	BACHELORS		MASTERS	COUNSELORS-	
					12 Month Positions	
Steps					Steps	
					90 cr (-1)	\$50,073 <i>Felch, Kemper, Reighter</i>
					90 cr (0)	\$52,576
1	\$43,253	\$45,460		\$49,356	1	\$55,205
2	\$45,415	\$47,645		\$51,732	2	\$57,964
3	\$47,682	\$49,929		\$54,211	3	\$60,862 <i>Gonzalez</i>
4	\$50,068	\$52,330		\$56,814	4	\$63,906 <i>Cullen</i>
5	\$52,572	\$54,840		\$59,533	<u>5</u>	<u>\$67,089</u> 90 cr cap <i>Mangino, Pritchett, White</i>
6	\$55,205	\$57,476		\$62,396	6	\$70,454
7	\$57,964	\$60,231	<i>Brom</i>	\$65,394	7	\$73,981 <i>Babler, Santos</i>
8	\$60,862	\$63,128		\$68,498	<u>8</u>	<u>\$77,676</u> BA cap - Cap for positions not subject to WTCS Certific. that require BA degree
9	\$64,523	\$66,156		\$71,818	9	\$81,564
10		\$69,324		\$75,262	<u>10</u>	<u>\$85,640</u> MA cap - Cap for positions not subject to WTCS Certif that require a MA degree
11		\$73,347		\$78,878	11	\$89,918
12				\$83,449	12	\$95,316

2008-09 FT SALARY SCHEDULE						
eff. January 1, 2009 (.25% increase) through July 31, 2009 (7 months)						
COUNSELORS						
90 CREDIT	BACHELORS		MASTERS	12 Month Positions		
Steps				Steps		
				90 cr (-1)	\$50,198	<i>Felch, Kemper, Reighter</i>
				90 cr (0)	\$52,708	
1	43,361	45,574	49,479	1	55,343	
2	45,529	47,764	51,861	2	58,109	
3	47,801	50,054	54,347	3	61,014	<i>Gonzalez</i>
4	50,193	52,461	56,956	4	64,066	<i>Cullen</i>
5	52,703	54,977	59,682	<u>5</u>	<u>67,257</u>	<u>90 cr cap</u> <i>Mangino, Pritchett, White</i>
6	55,343	57,620	62,552	6	70,630	
7	58,109	60,382	<i>Brom</i> 65,557	7	74,166	<i>Babler, Santos</i>
8	61,014	63,286	68,669	<u>8</u>	<u>77,870</u>	<u>BA cap - Cap for positions not subject to WTCS Certific. that require BA degree</u>
9	64,684	66,321	71,998	9	81,768	
10		69,497	75,450	10	<u>85,854</u>	<u>MA cap - Cap for positions not subject to WTCS Certif that require a MA degree</u>
11		73,530	79,075	11	90,143	
12			83,658	12	95,554	