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MAR 5 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration Between:

MILWAUKEE AREA BOARD OF VOCATIONAL,
TECHNICAL AND ADULT EDUCATION

Decision No. 18232-A

-AND-

WISCONSIN FEDERATION OF TEACHERS
AFT/AFL-CIO

Appearances: Steve Kowalsky, Representative, for the Federation
Quarles & Brady, Attorneys at Law, by James A Urdan, for the
Employer

The Wisconsin Federation of Teachers, hereinafter referred to as the Federation, is and has been the exclusive collective bargaining representative of certain employees of the Milwaukee Area Board of Vocational, Technical and Adult Education District No. 9, hereinafter referred to as the Employer, in the collective bargaining unit consisting of all regular teaching personnel, teaching at least 50 per cent of a full teaching schedule including certain non-teaching professionals. On January 14, 1980, the parties exchanged their initial proposals on matters to be included in an initial collective bargaining agreement to apply to the non-teaching professionals. The parties met on seven occasions and were unable to reach an accord on a collective bargaining agreement. On May 12, 1980, the Federation filed a petition requesting that the Wisconsin Employment Relations Commission initiate mediation/arbitration. Pursuant to that petition an informal investigation was conducted by a member of the commission's staff. The parties submitted a stipulation of issues on which they had reached agreement and which is marked Exhibit "A" and attached hereto. The parties also submitted to the investigator their final offers. The Federation's final offer has been marked Exhibit "B" and is attached hereto. The Employer's final offer has been marked Exhibit "C" and is attached hereto. The investigator notified the parties that the investigation was closed and he has advised the Wisconsin Employment Relations Commission that the parties remain at impasse.

The Commission certified that the conditions precedent to the initiation of mediation/arbitration as required by section 111.70(4)(cm)6 of the Municipal Employment Relations Act had been met and had issued an order appointing the undersigned as the mediator/arbitrator. A mediation session was held at Milwaukee, Wisconsin on December 3, 1980 and no agreement was reached. The undersigned determined that there was no possibility of agreement by the parties and the arbitration phase of the proceedings was scheduled for January 14, 1981. On the day of the hearing the parties submitted a supplement to the stipulated issues, which has been marked Exhibit "D" and is attached hereto, which set forth the issues upon which agreement had been reached in the course of the mediation session. The Employer and the Federation had agreed that based on the supplement to stipulated issues the parties would be allowed to amend their final offers. Subsequently the Federation submitted its amended final offer which has been marked Exhibit "E" and attached hereto and the Employer submitted its amended final offer which has been marked Exhibit "F" and attached hereto.

ISSUE NO. 1

The first issue is concerned with Article III, Section 7, which deals with the employee duties and assignments. The Federation's proposal provides that in assigning duties the appropriate supervisor will give "first" consideration to the respective areas of the professional competence and experience of the employee. It goes on to provide that exceptions to this provision may be made for the welfare of the employee or of the students or for emergency reasons.

The Employer's proposal on this issue provides that in assigning duties the appropriate supervisor will give consideration to the respective areas of the professional competence and experience of the employee as well as the welfare of the employee and the needs of the students and the program. The existing agreement between the Federation and the Employer covering the teachers in this bargaining unit has language exactly the same as that proposed by the Federation. The Federation points out that the non-teaching professionals are in the same collective bargaining unit and the language on employees duties and assignments should be the same for all members of the bargaining unit.

The Employer argues that there is a difference between teachers and counselors and that the language proposed by the Federation is not applicable to counselors. It points out that parties have agreed that many provisions of the agreement covering teachers do not fit counselors because teacher and counselor positions are different. They are in a different work setting, have different duties and responsibilities and need different language to cover them. The Employer points out that all other paragraphs of section 7 applicable to counselors are different from the provisions applicable to teachers. It argues that these agreed upon changes reflect the difference in work assignments between counselors and teachers. The duties and assignments of teachers focus on subject matter. The teachers have differences in training and capabilities and a wide range of assignments. The purpose of the language covering teachers is to insure that a teacher's area of competence gets first consideration in making assignments. The emphasis is on getting teachers in the right slot. This is not the prime factor to be considered in assigning duties to counselors. In effect the Employer's proposal puts equal emphasis on professional competence, experience of the employee, welfare of the employee, needs of the students and the program. The Federation would give first consideration to the respective areas of the professional competence and experience of the employee. Any exception to that could only be made for the welfare of the employee or of the students or for emergency reasons.

There is very little difference between the positions of the parties on this issue other than emphasis. The Employer takes the position that compatibility and talent for working with particular types of students is more important for counselors than their training and experience.

The arbitrator finds that the proposal of the Employer has slightly more justification than the proposal of the Federation. Teachers and counselors are substantially different. They have different work settings, different duties and different responsibilities. The formal training and experience of a counselor is not as narrow as that of a teacher. The Employer's teachers have a great variety of training and capabilities. Those factors are major considerations in determining the assignments of teachers. Counselors are a homogenous group and their duties are quite similar. If a counselor has the basic requirements of the position, he or she is capable of a variety of assignments regardless of training and experience. The Employer's position is preferable.

ISSUE NO. 2

Article III, Section 17, School Calendars. The Federation proposes that non-teaching professional staff have three in-service days per fiscal year. Two of them would correspond with the teacher's in-service days in February and one or two of the half days would be floating in-service days. The Employer proposes that each counselor be scheduled for one full day or two half days of in-service training. The Federation argues that the counselors are in the same bargaining unit with the teachers and have a community of interest with them. As professional employees counselors have some of the same concerns as teachers. The Federation argues that the two days scheduled in February to correspond with the planned in-service programs for teachers would allow counselors to intermingle with teachers and the programs would be beneficial to both. The Federation points out that the districts of Madison, Gateway, Waukesha, Moraine Park and Lakeshore give counselors the same amount of in-

service training that teachers get. The Employer points out the great difference between a large group of teachers teaching a great variety of subjects and not seeing each other frequently and counselors who work in a small and cohesive unit doing the same type of work. The Employer argues that in-service training is based on how a program is organized in a district. The fact that other districts provide in-service training for its counselors does not necessarily mean the Employer should provide it. The way that counselors are utilized varies from institution to institution. Each one has its own pattern and uses them differently. The job content of counselors is not homogenous between districts, as it is for teachers. In other districts counselors are on a comparable calendar and salary schedule. The Employer's counselors have different calendars and different salary schedules than teachers. The Employer contends that in-service training is being provided in an informal way by weekly meetings of the counselors. The basic requirement for personnel hired as counselors is a Masters Degree and three years of teaching experience. The Employer has two supervisor-managers who work with counselors regularly. All counselors work in the same area and can compare notes and call on each other and communicate with each other. When there are meetings of advisory committees for programs, the counselors participate in them. They can schedule meetings with deans or teachers or students about problems of new or existing programs. They have a flexibility that gives them an opportunity to keep current. Teachers do not have that flexibility because they are tied to a classroom schedule.

The arbitrator finds that the Employer's proposal is more acceptable than that of the Federation. In-service training is ordinarily provided by the Employer because it is the only way that it can be certain that employees receive the kind of training the Employer requires of its employees. Teachers generally object to the imposition of in-service training and contend that it is a waste of time that keeps them from doing work they consider to be more important. The Employer does not seem to be dissatisfied with the type of training its counselors have had and it believes that there is adequate communication between them. In view of the flexibility of the counselor's schedule there seems to be adequate opportunity for communicating and sharing problems. The one day of in-service training included in the Employer's proposal provides an opportunity for more formal training as a group if the Employer deems it necessary.

ISSUE NO. 3

Article III, Section 19, Seniority. The proposals of the parties on seniority are almost exactly the same. The Federation's proposal differs from that of the Employer on what is treated as a department in the student services division. It wants separate departments for each group of employees requiring separate certifications or licenses. The Federation wants the seniority provision to deal with specifics. Currently there are four separate departments and both parties are satisfied with the delineation of them. The Employer proposes that each group or position for which it requires that the employee have separate licensing, separate certification or a particular separate professional qualification shall be regarded as a separate department. The Association finds the provision "or a particular separate professional qualification" as a basis for a separate department is too vague. It contends that the Employer could dream up any professional qualification it wanted and create a new department thereby destroying the seniority system. The Employer contends that the seniority clause has no significance except in regard to lay-off. It is a pure seniority approach and involves no evaluation of skill or ability. The Employer contends that in the agreement with the teachers the concept of a department has a meaning within the administrative structure of the institution. There are divisions and then departments within the divisions. A department within a division is the pool in which seniority is applied for lay-off purposes. The concept of a department must be created to fit the pattern of the lay-off provision of the teacher's agreement. The department definition is significant because it establishes the pool of employees to which seniority will be applied for lay-off purposes. The Employer contends that it needs to have the concept

of a department defined to cover a situation where a particular professional qualification to be a counselor is required. There may be a special professional qualification required for counseling.

The Arbitrator finds that the difference between the two proposals is minor. The objection of the Federation to the Employer's proposal is based on the fact that a professional qualification is a subjective test unilaterally established by the Employer. Certainly this objection has validity. The Federation would have no participation in such determinations if new departments were created. The determinations could be made in a manner that frustrated the concept of seniority. While the Arbitrator can understand the desires of the Employer, it would seem that it is trying to anticipate a problem that may never arise. Accordingly the Arbitrator finds the Federation's proposal on seniority to be more acceptable.

ISSUE NO. 4

Article VIII, Section 6, Professional Leave. On this issue the Federation's language is identical to the provision in the agreement between it and the Employer that is applicable to teachers. Professional leave for specific purposes is spelled out. The difference between the proposal of the parties is that the Federation limits professional leave to meetings directly related to the improvement of employees in their department or division while the Employer requires that the meetings be related to the specific work assignment of the employee or be otherwise approved by the supervisor. The concept of the Federation is that professional leave is granted for the improvement of employees and is not limited to the work assignment. The Federation sees no valid reason for distinguishing between teachers and counselors for purposes of professional leave. The Employer contends that the language in the agreement with teachers is too broad and is abused. It would deny the counselors the right to use professional leave for conventions of the Federation unless the supervisor approved. The teachers now have the right to use professional leave for the Federation's convention and it contends that there is no difference in the need for professional leave between teachers and counselors and the language should be the same. It contends that the concept of improvement of employees should be a basis for professional leave and it should not be narrowed. The Employer argues that the basic test for granting professional leave should be whether it is related to the work assignment. It does not believe that taxpayers should pay employees to attend a meeting that is designed only for the improvement of the employee and is not related to the work assignment. It points out that if a supervisor thinks a meeting would serve a useful purpose, there is flexibility to permit the employee to use professional leave for attending it. The basic thrust of the Employer's position is that taxpayers should not pay for the professional leave of an employee unless they get a return. The Employer does not want to give employees a leave unless it will enable the employee to do a better job. The Federation's proposal would have the effect of giving counselors a new fringe benefit that they have not had before. The proposal of the Federation would make professional leave automatic while the Employer wants it to be discretionary. The Federation seeks to extend to counselors the provision that has been applicable only to teachers. The concept of professional leave for teachers grows out of a long history which is not part of the background of counselors. Since the development of collective bargaining, teachers have used professional leave for purposes that were not contemplated when first agreed upon. It is a benefit that teachers have had for years and which it is difficult to take away.

Counselors have a different background and a different history. The Employer has never permitted them to utilize professional leave for purposes that were not related to their work assignment. There is no justification for expanding the use of professional leave for counselors. The fact that the teachers have a broader use of professional leave is not a valid reason for providing it to counselors. The arbitrator finds that there has been a substantially different background in the development of professional leave for

teachers than there has been for counselors. No new circumstances have developed that justify providing this new benefit to counselors. Accordingly the arbitrator finds the Employer's proposal to be more acceptable.

ISSUE NO. 5

Article X, Academic Freedom. The proposals of the Employer and the Federation with respect to academic freedom are almost identical. However, the Employer adds a provision that academic freedom shall not limit or restrict the authority and responsibility of the Employer to prescribe the duties and responsibilities to be discharged by the employees and the methods and procedures to be followed by the employees. The Federation thinks that the academic freedom provision in the collective bargaining agreement should be the same for counselors as for teachers. In some of the comparable school districts that is the case. Gateway, Waukesha and Moraine Park have the same language for teachers and counselors. Lakeshore has no clause in the contract and Madison has no academic freedom provision for counselors. The Employer argues that the additional sentence that it has added merely guarantees its right to prescribe duties and responsibilities. It assures the Employer that an employee can not use an academic freedom argument as a basis for determining how he or she will do his or her job. It argues that academic freedom and teaching has long and well established tradition while there is no such concept or tradition in counseling. The Employer argues that the language should not even be in an agreement covering counselors but it is willing to give it to the Federation as long as the last sentence is included to assure it the right to prescribe the duties and responsibilities of a counselor.

The arbitrator finds the concept of academic freedom to be a phony issue. It has nothing to do with wages, hours and conditions of employment and has little or no impact on counselors. The restriction that the Employer proposes to include is a reasonable one. Counselors are not teachers. Their role with respect to their Employer and the performance of their duties is substantially different from that of teachers. The modest restriction that the Employer has placed in the language is appropriate to insure that the employees as well as the Employer understand that the Employer can determine the duties and responsibilities to be discharged by the counselors and the methods and procedures that they are to follow. Those are normal employer-employee relationships and the role of the counselors is not so unique that they should not be responsive to the direction of the Employer with respect to their duties and responsibilities and the methods and procedures they are to follow.

ISSUE NO. 6

Article V, Salaries and Professional Growth. There are a number of differences between the parties with respect to salary. The Employer proposes to give a flat 8 per cent increase in salary to nurses as well as all other employees each year of the agreement. The Federation proposes that nurses would receive a 9 per cent increase the first year and 8 per cent the second year. Obviously the Federation's proposal results in higher pay than the Employer's in the second year. The Employer's proposal has six steps for a nurse and then a senior worker status which is an increment given to employees after ten years of service. The Federation proposes to make the senior worker increment applicable during the seventh year of their employment. Both the Employer and the Federation agree that counselors with Masters Degrees should get an 8 per cent increase each year and there is no difference in that part of their proposal. The Employer's proposal continues the current pay schedule which has one classification of counselor with eleven steps to that top of the classification. The Federation would continue the existing classification.

The Federation proposes to add a twelfth step to the present eleven step schedule for counselors. This twelfth step would be included in each of the new classifications proposed by the Federation but would not become effective until July 1, 1982 which is one year after the expiration of the proposed agreement.

The Federation's proposal on nurses affects two employees and has a financial impact of \$400.00 a year. The nurses have been on the classified employees schedule which includes six steps and a senior worker step after ten years. The Federation argues that a nurse should receive higher pay because they are professional and are required to have a Bachelors Degree. While the starting salary for a nurse is higher than that of a new teacher, their highest salary is lower than that of a teacher with a BA. The teacher's salary is based on a 190 day contract while a nurse works a full year. The Employer argues that a nurse should not be singled out as one classification getting more than the 8 per cent increase offered to all other employees simply because they become part of a professional unit. The Federation's proposal would give the nurses an increase in excess of 9 per cent the first year while every other employee would be limited to 8 per cent. The current salary of the Employer's nurses compare favorably with those of other nurses in the Milwaukee area. The senior worker concept is applied to administrative personnel of the Employer who are on a schedule with either five or six steps plus the senior worker concept. All of the Employer's personnel except the teachers and counselors have the senior worker concept. It has been in effect for nurses since they were first employed. The Employer's proposed pay schedule for nurses compares favorably with the pay received by all other nurses in the Milwaukee area. The pattern has been in effect for years and the Employer contends there is no economic evidence that would justify changing it.

The biggest single issue between the parties is the Federation's proposal that counselors have an index or schedule with lanes that provide higher pay for employees who have obtained additional credits. The Employer's teachers have such an index as do counselors and teachers in the comparable districts. In every other district where counselors have a collective bargaining representative their salary schedule provides benefits for educational credits obtained beyond the Masters lane. The counselors at Madison do not have a collective bargaining representative but their salaries follow the teacher's index or salary schedule. The Gateway District has lanes with ten credit increments up to a Ph.D. and the schedule applies to teachers as well as counselors. The Waukesha County district provides that counselors receive \$33.00 for each additional credit earned up to a total of \$990.00. The Moraine Park counselors have the same salary schedule and index system for teachers and counselors as does the Lakeshore district.

The Federation argues that teachers with a Masters Degree and working a 190 day contract receive approximately the same daily pay as counselors who are working a 260 day contract. The Federation argues that as teachers acquire more credit their daily rate of pay moves ahead of the daily rate of counselors who have more credits. The Federation contends that its proposal providing a new schedule or index for counselors with additional lanes for credit beyond the Masters Degree would retain the relationship in the daily rate of pay for teachers and counselors who have obtained additional credits. The proposal would provide counselors with 16 credits beyond their Masters Degree with an increase of \$973.00. Counselors with 32 credits beyond their Masters Degree would receive an increase of \$1,945.00 under the Federation's proposal. The Federation's justification for adding a twelfth step to the counselor's schedule is to match it up with that of teachers. In effect its proposal would establish one salary schedule for teachers and counselors with an equivalent number of steps.

The Employer argues that there is no justification for a change in the salary schedule of counselors. It contends that the concept of paying for credits is a tradition that was instituted for teachers prior to the advent of collective bargaining. It takes the position that more credits do not necessarily bring better performance of either teachers or counselors. It contends that there is no reason to extend the concept to counselors when it is outdated. It points out that in the comparable groups a hand full of counselors have been included in units with teachers and they follow the same wage pattern.

There was no reason to distinguish in those institutions. The Employer argues that it has a different situation. Counselors have never been paid for additional credits they obtained even though teachers were. The present counselor pay schedule was established to include people with Masters and with additional credits. The average salary was based on the assumption that there was a mix of personnel that included some counselors with credits beyond the Masters. In establishing the pay schedule for counselors the Employer did not consider them to be a group with masters degrees only. It is a group of employees with at least masters degrees and some with credits far beyond. The Employer argues that the current pay schedule gives recognition to the fact that some counselors have credits beyond a masters degree and factors that recognition into the pay schedule. The Employer argues that adding new lanes for credits would not do equity to any one but just give another increase to some of the employees.

The Employer points out that its salary schedule provides pay for counselors that is much higher than that for counselors in any other institution. It takes the position that while its teachers are paid more than teachers in any of the other comparable districts, its counselors are disproportionately higher. As an example it compares its Masters Degree teacher at step 14 who receives a salary of \$24,871.00 with a Waukesha teacher with a masters degree at step 14 who receives \$24,270.00. The salary provided by the Employer is \$601.00 higher than that provided by the Waukesha district. Waukesha pays a counselor with a Masters at step 14 \$27,426.00, while the Employer pays a counselor at step 11 \$32,054.00, which is \$4,628.00 higher than that paid by Waukesha. While a Waukesha counselor could get another \$990.00 for additional credits, he or she would still not come near the salary level of the Employer's counselors.

The Employer contends that the daily basis comparison of salaries of teachers and counselors used by the Federation is not valid. It points out that while teachers have a 190 day calendar, they have seven paid holidays and only work 183 days, and that is how their daily rate is computed. The Employer argues that counselors don't work 260 days. They get four weeks of paid vacation and twelve paid holidays so they only work 228 days and that is the number of days that should be utilized to determine their daily rate of pay. Using the actual number of days worked, the Employer computes the daily rate of pay of a counselor to be approximately \$10.00 per day higher than that of a teacher with a masters degree and comparable experience. This disparity in the daily rate of pay would be continued and increased if the Federation's proposal were adopted. A teacher would be required to get 32 credits beyond the Masters in order to get the same daily rate of pay as a counselor.

The Employer points out that the existing differential between counselors and their immediate supervisors is about 7 per cent. Its proposal would continue that 7 per cent differential. The Federation's proposal would narrow that differential to 4.1 per cent on January 1, 1981, and to 1.3 per cent on January 1, 1982. On July 1, 1982, the Federation's proposal would provide the counselors with a salary 1.1 per cent higher than the salary of their supervisors.

The Federation argues that there is no basis for claiming that the daily rate of teachers is based on 183 work days and counselors on 228 work days because when they are docked a days pay for missing work they are docked on the basis of 190 days and 260 days. When teachers work in the summer their daily salary is figured on a 190 day salary. The Federation argues that counselors put in a seven hour work day while the teachers put in a six and one-half hour work day. The Employer argues that the teachers basic work week is 35 hours which is the same as the counselors. The classroom work load formula converts the time to 32½ hours per week in classes although the work week for a teacher is still 35 hours.

The arbitrator finds that the Employer's proposal on salaries is more acceptable than that of the Federation. The thrust of the Federation's proposal is

to take the existing salary schedule that has been worked out over a period of years and add to it an index system modeled after the one that exists between the Employer and the teachers. This concept is not necessarily all bad. If both parties were starting from the beginning there is no particular reason why comparable salary schedules should not be developed for professional employees in the same bargaining unit where there are similar educational requirements and working conditions. However the parties are not coming from the same beginning with the same history of bargaining and the same conditions of employment. The teacher's index has a historical background that is unique to it. The counselors have no such background and have worked without an index since the Employer first employed them. Their working conditions are not the same. The teachers are on a 190 day schedule including 7 holidays while the counselors are employed the full year and have 12 paid holidays and 4 weeks of paid vacation. Teachers and counselors both work with students but counselors work on a one on one basis while teachers work with groups. Teachers operate in a more structured environment. Revision of the counselor's salary schedule would require a complete restructuring of the system. One cannot just add an index system on top of a schedule that has been worked out to make adjustments for the lack of an index system. Restructuring of the entire schedule is not part of the Federation's proposal. Arbitrators are hesitant to completely revise a salary schedule that has been worked out over the years. Such a revision comes best at the bargaining table and involves give and take on the part of both parties. The salary proposal of the Employer retains the long established pattern that has been developed and adds to it an increase that is comparable to that provided to other employees in the bargaining unit and to other employees of the Employer outside of the bargaining unit.

DISCUSSION

In reaching a decision the arbitrator is required by the Municipal Employment Relations Act to give weight to the lawful authority of the municipal employer; the stipulations of the parties; the interest and welfare of the public; and the financial ability of the Employer to meet the costs of the settlement; a comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with those of other employees performing similar services and other employees generally in public employment in the same community and comparable communities and in private employment in the same community and comparable communities; the average consumer price for goods and services; the overall compensation presently received, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits; the continuity and stability of employment; and all other benefits and such factors normally and traditionally considered in determining wages, hours and conditions of employment.

There are no pertinent stipulations of the parties that the arbitrator must consider. The Employer does not contend that it does not have the financial ability to meet the Union's proposal.

Of the six issues that were raised by the parties the arbitrator has found the Employer's position to be the most acceptable on five of them. The arbitrator found the Employer's proposals on assigning duties, in-service days, professional leave, academic freedom and salaries to be the most acceptable and the Association's proposal on seniority was the most acceptable. The arbitrator's decision in this matter was controlled by the salary proposal. Each of the other issues pale in significance when compared to the salary issue and the differences between the parties on those issues were minor. The parties' positions on the salary issues were substantially different and they were very far apart. The arbitrator found the Employer's salary proposal to be the most acceptable. It followed the traditional pattern that has been applied to counselors for a long period of time. It provides a percentage salary increase comparable to that paid by the Employer to other members of this bargaining unit and to other

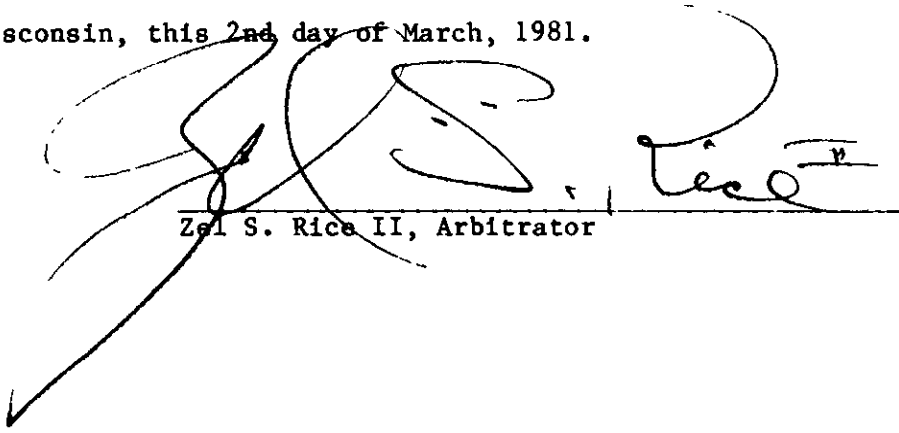
employees. It retains the existing relationship that has been in place over a number of years between the counselors and other employees of the Employer and other employees in the community. No evidence was presented that would justify departure from the existing salary schedule by adding to it several levels of salary increases resulting from increased educational achievements. The counselors are among the highest paid employees in the entire Wisconsin Vocational, Technical and Adult Education system. The salary schedule that has provided them with this status has been developed over a period of years. No new circumstances have arisen that have created such an inequity that it is necessary for the arbitrator to adopt a new salary index that is acceptable to only one of the parties. The type of revision of the salary index proposed by the Federation should only take place as a result of negotiations. The party seeking the new salary schedule may have to agree to changes and give up salary benefits provided to those employees without the additional educational achievements in order to obtain the increased benefits that they seek for those employees who have achieved credits beyond the Masters Degree. The proposal that has been presented to the arbitrator does not relinquish any of the benefits that accrue to those counselors who have not achieved the additional educational credits but merely adds on to the old system additional benefits without adjustments to the old schedule.

The arbitrator is satisfied that the Employer has proposed a salary increase for the counselors that is comparable to that offered to the teachers and other employees. There is no evidence to justify giving counselors and nurses new and additional benefits over and above those provided to the other members of the bargaining unit and to the other employees of the Employer. While there is some rationale to justify a restructuring of the salary schedule for counselors to make it comparable to that of the teachers, the proposal of the Federation does not provide the restructuring that would be necessary to make such an index equitable. Because the Federation's proposal does not do that it is unacceptable.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator finds that the Employer's final offer is preferable to that of the Federation and orders the Employer's proposal be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 2nd day of March, 1981.



Zel S. Rice II, Arbitrator

Exhibit "A"

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OCT 28 1980

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APPENDIX L

Special Provisions
Applicable to
Nonteaching Professionals

July 1, 1979 - June 30, 1981

*Steve
Kowally
10-20-80*

C. A. Beckman 10-20-80

Nonteaching Professionals

All provisions of the Agreement for Teachers shall apply to the Nonteaching Professionals except as indicated in the Appendix. All headings, Article, and Section numbers in this Appendix correspond to the headings, Article and Section numbers in the basic Agreement.

ARTICLE I - RECOGNITION

Section 1 - Inclusions and Exclusions

a) The Board recognizes the Union as the exclusive bargaining representative for certain nonteaching professionals who are employed 50% or more; excluding such employees who work less than 50%, supervisory personnel such as Assistant Deans, Associate Deans, Deans, Assistant Directors, and all other executive or administrative personnel. (Reference: Certification by the Wisconsin Employment Relations Board Case 67, Number 23878, ME-1535, Decision No. 16507-C, and as hereafter this may be amended.)

d) Delete - applies only to teachers.

Section 7 - Copies of Agreement

A sufficient number of copies of this Appendix shall be printed at Board expense and turned over to the Union for distribution to each employee represented by the Union.

ARTICLE III - HOURS AND WORKING CONDITIONS

Section 1 - Delete - applies only to teachers.

Section 2 - Work Day

The counselor's regular "on campus" work day shall not span more than eight (8) continuous hours, ending no later than 4:15 p.m., including a one (1) hour lunch period.

The school nurse's regular "on campus" work day shall not span more than eight and one-half (8.5) continuous hours, ending no later than 4:15 p.m., including a one (1) hour lunch period.

Assigned work after 4:15 p.m. shall be treated as assigned overtime under Section 5.


Section 3 - Work Week

Change "teacher's" to "employee's".

Section 4 - Delete - applies only to teachers.

Section 5 - Assigned Overtime

- a) Delete - applies only to teachers.
- b) In arbitration.
- c) In arbitration.
- d) In arbitration.
- e) Delete - applies only to teachers.


10-20-80
O.A.E.
10-20-80

Nonteaching Professionals

Section 6 - Part-Time Appointments

Both parties recognize the contribution, value and necessity of using part-time (assignments under 50%) employees in certain programs and locations and times. Whenever there is a regular, full-time position vacant it should be filled by a qualified employee if such is available. Part-time employees may be employed in programs or locations or at times where it is difficult to recruit or utilize regular full-time employees. MATC does not intend to use part-time employees for the purpose of limiting participation in the bargaining unit and therefore will annually, in the spring, evaluate part-time appointments for the purpose of determining whether regular full-time employees should be recruited to perform the required work.

Section 7 - Employee Duties and Assignments

a) Delete - applies only to teachers.

b) Employees shall not be assigned nonprofessional duties such as cafeteria, assembly, commencement, and apprentice banquet duties.

c) Employees may express, in writing, preferences in work assignments. Such requests may be submitted at any time. The supervisor shall reply to any such request within thirty (30) days. Employees may discuss their work schedule with their immediate supervisor prior to scheduling.

d) The appropriate supervisor shall consult, upon request, with the employee prior to establishing work assignments. Except where otherwise required by unanticipated or emergency situations, employees shall be notified of major changes in work assignments not less than thirty (30) days before the changes are implemented.

e) In arbitration.

NEW f) Employees will counsel, but will not be required to discipline students for offenses such as tardiness, absenteeism and class disruption.

Section 8 - Work Load, Limitations, and Special Assignments

A) Delete - applies only to teachers.

New A) is in arbitration.

B) Limitations

1) Delete - applies only to teachers.

2) Delete - applies only to teachers.

3) Delete - applies only to teachers.




10-20-80
EAG
10-20-80

Nonteaching Professionals

4) Protection of Full-time Work Loads

It is the intent of the Board to make reasonable efforts to assure that a regular full-time employee shall continue to receive full-time assignments before suffering a reduction in work load to part time status or before being laid off. The parties recognize that declining enrollments, either generally or in particular fields, as well as other changing circumstances may require corresponding staffing adjustments and consequently nothing herein shall constitute a guarantee of employment or shall limit the lawful discretion of the Board in effecting work assignments and layoffs. In attempting to avoid reduction of a regular full-time employee below a full-time work load, the following principles shall apply:

- a) This provision shall not apply to compensatory reductions assigned to compensate for prior overtime assignments but shall only apply to reduced schedules resulting from a lack of full-time work assignments.
- b) If an employee would otherwise have a reduced assignment in regular day schedules, the employee may be assigned to evening school or Saturday work of the same general nature (i.e. counseling for counselors or nursing for nurses) providing there is an opening for such an assignment. In such event (i) the normal limitations upon the work day and the work week shall not apply, and (ii) such assignments shall be given the same hourly credit toward the work schedule and shall be compensated the same as regular day work.
- c) Delete - applies only to teachers.
- d) An employee may refuse such additional assignments but in such event the employee may be subject to layoff or reduction to part-time status. If an employee refuses an additional assignment, or continues to have a reduced assignment including the additional assignment, he/she will not necessarily receive an additional assignment to bring his/her work schedule to 100%. Such employees will have a right to appeal on the basis of "hardship" to the Cabinet Division Head whose decision will be final and binding. The Cabinet Division Head will work out an appeal procedure to give the employee due process. Any employee who is subject to layoff or reduced to part-time status shall have the first opportunity to accept a reduced part-time assignment before such work is offered to any person outside the bargaining unit.
- e) Delete - applies only to teachers.
- f) Delete - included in d) above.
- 5) Delete - applies only to teachers.
- C) Delete - applies only to teachers.


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Nonteaching Professionals

Section 10 - Fair Dismissal

Change "teacher" to "employee" except in b) change "teacher" to "counselor".

Change "Assistant District Director - Administration" to "Cabinet Division Head".

Add footnote: *A school nurse shall serve a one (1) year probationary period.

At end of d)(3) add "if applicable".

Section 11 - Transfer

a) Requests for transfer shall be submitted in writing to the appropriate Cabinet Division Head and shall show preference of campus, department and work assignment.

b) An employee in the bargaining unit shall be given consideration when vacancies occur provided his/her training and experiences meet the necessary qualifications.

c) If an employee does not receive the position requested, he/she shall be notified, in writing, of the reasons.

d) Transfers made because of decreased work schedule due to decreased student enrollment or other similar causes shall be based on seniority; i.e., the employee with the least seniority within the affected department which is being changed shall be transferred first unless an employee with higher seniority requests the transfer. The employee and the Union shall receive notification as soon as possible regarding such transfers.

e) Employees transferred involuntarily in accordance with (d) above shall have the right to return to their original campus, department, and work assignment as positions occur, in reverse of the order in which they were transferred.

Section 12 - Layoff

a) Change "teacher load" to "work load".

Change "teacher" to "employee".

Change "regarding" to "concerning".

b) and c) Change "teacher(s)" to "employee(s)".


Section 13 - Vacancy Procedure

b) Vacancies in teaching positions, nonteaching positions and newly created positions will be publicized by posting a notice at each campus as soon as such vacancies are known.

Section 14 - Employee Offices

a) The administration shall assign desk space and reasonable locker space or other facilities for personal belongings convenient to the work area to each employee as soon as possible after appointment.

b) Change "teaching personnel" to "employees".

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Non-teaching Professionals

Section 15 - Lunch Period and Section 16 - New Employee Orientation

Change "teachers" to "employees".

Section 17 - Delete "School Calendars" and replace with "In-Service Training"

In arbitration.

Section 18 - Delete - applies only to teachers.

Section 19 - Seniority

b) In arbitration.

c) Change "teachers" to "employees" and "campus" to "department".

d) Delete and replace with the following:

* For transfer and layoff purposes, seniority shall be determined upon the basis of separate departments as defined in b) above.

Section 20 - Program Changes and Innovations

Change "classroom instruction" to "programs".

Change "Administrative Dean and Assistant District Director - Administration" to "Dean of Student Services and Cabinet Division Head".

Change "educational" to "program".

Change "teachers" to "employees".

Section 21 - Temporary Parking

Change "teachers" to "employees".

Delete "instructional".

ARTICLE IV - GRIEVANCE PROCEDURE


Change "teacher(s)" to "employee(s)".

Change "Assistant District Director - Administration" to "Cabinet Division Head".

Change "school days" to "work days".

Section 4, Step 4 a.

Change "wins" to "loses".


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Nonteaching Professionals

ARTICLE V - SALARIES AND PROFESSIONAL GROWTH

Section 1 - Salary Schedule

a) The 1979-80 salary schedule for the period of July 1, 1979, through June 30, 1980, is indicated in Appendix B4.

The 1980-81 salary schedule for the period of July 1, 1980, through June 30, 1981, is indicated in Appendix B5.

b) An employee who is not at the maximum rate and who has fulfilled cyclical requirements for certification purposes, shall advance one (1) step on the salary schedule after each twelve (12) months of employment. For this purpose paid leave shall be credited toward the twelve (12) months but unpaid leave shall not be credited.

Section 2 - Salary Determination

In arbitration.

Section 4 - Salary Reclassification

In arbitration.

Section 5 - Delete - applies only to teachers.

ARTICLE VI - INSURANCE

Section 1 - Health

Change "teacher(s)" to "employee(s)".

c) Delete - applies only to teachers.

Section 2 - Life

Change "teacher(s)" to "employee(s)".

c) Delete - applies only to teachers.

ARTICLE VII - PENSION

Section 1 - Retirement System Contribution

The Board shall pay five percent (5%) of the employee's salary as part of the employee's contribution to the Wisconsin State Teachers Retirement System or the Wisconsin Retirement Fund.

Section 2 - Terminal Pay

Change "teacher" to "employee".

Section 3 - Early Retirement

The Board shall elect coverage under Wisconsin Statute Section 42.245(2)(bm) for determining retirement benefits for employees participating in the Wisconsin State Teachers Retirement System who retire:

b) Change "teacher" to "employee".

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C.A.E. K.X.

Nonteaching Professionals

ARTICLE VIII - LEAVES OF ABSENCE

Section 1 - Sick Leave

a) Computation and Accumulation

- 1) All full-time employees shall earn fifteen (15) days of sick leave credit per year, with maximum full-time accumulation up to 150 days and with unlimited accumulation of one-half ($\frac{1}{2}$) day of sick leave for each accumulated full day unused over 150 days. Employees hired after September 1 of any year shall be credited with a proportionate amount based upon one and one-half ($1\frac{1}{2}$) days of sick leave per each remaining month to a maximum of fifteen (15) days of sick leave credit per year.
- 2) Part-time employees who are regularly scheduled to work ~~twenty (20) hours~~ ^{A 50% work schedule} or more per week on a school year basis shall earn sick leave credit on a prorated basis. e.A. 10-20

b) Change "teacher" to "employee".

c) In arbitration.

d) Change "teacher" to "employee".

Section 2 - Sabbatical Leave

Change "teacher(s)" to "employee(s)".

a) Change "Assistant District Director - Administration" to "employee's Cabinet Division Head".

b) Change "taught" to "worked".

c) Change "teach or serve" to "work".

f) (3) Change "teaching faculty" to "employees".

g) Sabbatical leaves granted to employees will not be counted in computing the maximum limitation of four (4) sabbatical leaves for teachers.

Section 3 - Maternity Leave(15)

a) Temporary disability leave will be granted for such period of time as may be medically necessary as established by satisfactory medical evidence. Temporary disability leave is treated in accordance with sick leave provisions of this contract.

b) After any period of disability on account of pregnancy, the District Director may grant leave without pay as provided in Article VIII, Section 9.

Footnote (15) -- For employees in ABI, CETA, or other federally funded programs, the maternity leave shall terminate if the employee's position is eliminated by termination of the program and the employee has no right to transfer to a different position.

Section 4 - Military Leave

Change "teachers" to "employees".

c) Change "the regular school year" to "scheduled working days".

d) Change "Assistant District Director - Administration" to "employee's Cabinet Division Head".

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Nonteaching Professionals

Section 5 - Duty-Incurred Disability Leave

Change "teacher(s)" to "employee(s)".

Section 6 - Professional Leave

a) In arbitration.

b) Delete "school".

c) In arbitration.

d) Coverage of Work Assignments

Employees going on professional leave shall assist supervisors in arranging coverage of work assignments by other employees.

e) Change "teachers" to "employees".

Section 7 - Called Conference

a) Definition

A meeting called by a state or federal agency, or a meeting called by a professional organization, or a meeting where attendance is requested by the employee's Cabinet Division Head.

b) and c) Change "Assistant District Director - Administration" to "employee's Cabinet Division Head".

d) Change "teachers" to "employees".
Delete "or division".

Section 8 - Union Leave

All limitations shall apply to teachers and other employees considered as a single group.

Change "teacher(s)" to "employee(s)".

Change "school" to "work".

Section 9 - Other Leaves Without Pay

Change "teacher(s)" to "employee(s)".

Change "Assistant District Director - Administration" to "employee's Cabinet Division Head".

Change "Industrial Leave" to "Occupational Leave".

d) An employee's prior increment credit and seniority rights shall be retained and applied upon return to his/her position in the school.

Section 10 - Return After Leave

Change "teachers" to "employees".



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Nonteaching Professionals

ARTICLE IX - EMPLOYE FILES AND EVALUATION

Section 1 - Employee Files

Change "teacher(s)" to "employee(s)".

Section 2 - Employee Evaluation

Change "teacher(s)" to "employee(s)".

a) Change "classroom instruction" to "job performance".

b) (3) Change "Assistant District Director - Administration" to "employee's Cabinet Division Head".



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Nonteaching Professionals

ARTICLE X - ACADEMIC FREEDOM

Section 1 Within MATC

In arbitration.

Section 2 - Outside of MATC

Change "teachers" to "employees".

Change "members of the faculty" to "employees".

ARTICLE XI - PUBLICATION RIGHTS, INVENTIONS, AND PATENTS

Change "teacher(s)" to "employee(s)".

Section 2 - Employee Rights

a) Change "classes" to "programs".

ARTICLE XIII - SAFETY AND HEALTH

Change "teachers" to "employees".

Delete second paragraph - applies only to teachers.

ARTICLE XIV - UNION ACTIVITIES

Change "teacher(s)" to "employee(s)".

Section 2 - Collective Bargaining Committees

b) Change "school" to "work".

Section 6 - Reduced Load for Union President

Change "teaching" to "work".

ARTICLE XV - FAIR SHARE AGREEMENT

In arbitration.

ARTICLE XVII - TERMINATION AND MODIFICATION PROCEDURES

Change "1979" to "1980".

Change "1980" to "1981".

ARTICLE XVIII - TERM

This Agreement shall be binding on both parties from July 1, 1979, through June 30, 1981.

Non-teaching Professionals

Dated this _____ day of _____, 1980

AMERICAN FEDERATION OF TEACHERS
LOCAL 212, WFT, AFL-CIO

NONTEACHING PROFESSIONALS

Edward L. Heidenreich
President, Local 212

Dolores C. Elliott
Counselor

Albert J. Kallin
Vice President, Local 212

Gerald W. Rose
Counseling Psychologist

James R. McCarthy
Chairman, Bargaining Committee
Local 212

David W. Russell
Counselor

MILWAUKEE AREA DISTRICT BOARD OF
VOCATIONAL, TECHNICAL, AND ADULT
EDUCATION

Ralph E. Bowes
Board Chairman

William L. Ramsey
District Director

Carlton A. Ericksen
Assistant District Director
Employee and Student Services



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C. A. Ericksen 10-20-80

Nonteaching Professionals

APPENDIX A through A5

Delete - applies only to teachers.

APPENDIX B through B3

Delete - applies only to teachers.

APPENDIX B4 and B5 (New)

Salary schedules for July 1, 1979, to June 30, 1981 - In arbitration.

APPENDIX C

In arbitration.

APPENDIX D

In arbitration.

APPENDIXES E through J

Delete - applies only to teachers.

APPENDIX K (New) - VACATIONS AND HOLIDAYS

VACATIONS

Section 1 - Amount of Vacation

Each employee shall be allowed four (4) weeks of vacation after one (1) year of service except that an employee classified as a school nurse shall be allowed two (2) weeks of vacation after one (1) year of service, three (3) weeks after five (5) years, four (4) weeks after ten (10) years, and five (5) weeks after seventeen (17) years.

Section 2 - Vacation Procedures


a) The vacation year shall run from July 1 through June 30, and vacation may be taken with supervisory approval from April 1 of the year it was earned in through June 30 following the year the vacation was earned in. Scheduling of vacations shall be subject to departmental work requirements.

b) If vacation time is taken before June 30 of the year in which it is earned, then the amount allowed at the time should not exceed the amount earned. Vacation time cannot be taken before it is earned or within the first six (6) months of employment.

c) Vacation may be scheduled for a minimum of one-half ($\frac{1}{2}$) day at a time.

d) Vacation days may be postponed one (1) subsequent vacation year only when approved in advance by the employee's Cabinet Division Head and the District Director. An employee may not be granted additional pay in lieu of vacation days not taken.

G. A. Lewis
10-2-80


10-20-80

Non-teaching Professionals

e) When holidays observed by MATC fall within a vacation period, the vacation day will be carried over. An employee who becomes disabled for more than three (3) days during a vacation period may reschedule the vacation days lost providing this disability is supported by a doctor's statement.

f) Vacation shall be prorated based upon the number of weeks worked in the vacation year. Fractions of days above .50 shall equal one (1) full vacation day, and fractions of days below .50 shall be dropped. Employees terminating employment after successful completion of the probationary period will receive a prorated vacation allowance for the period worked during the vacation year.

HOLIDAYS

Section 1 - Recognized Holidays


Employees will receive the following holidays with pay when they occur during the period the employee is working:

- a) New Year's Day
- b) Good Friday
- c) Flexible holiday during
Laster recess
- d) Memorial Day
- e) Independence Day
- f) Labor Day
- g) Thanksgiving Day
- h) Day following Thanksgiving Day
- i) Day before Christmas Day
- j) Christmas Day
- k) Day before New Year's Day
- l) Flexible holiday during Christmas
recess

Section 2 - Holiday Rules

If any holiday falls on Saturday or Sunday, the employee shall be permitted one (1) compensatory day off. Such day shall be the day before or the day after the weekend if the school is closed on such day. If the school is not closed on such day, the compensatory day off may be selected by the employee within three (3) months after the holiday, subject to the approval of the supervisor.

o A. Geel
10-20-80


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FINAL OFFER

Exhibit "B"

American Federation of Teachers, Local 212
WFT, AFL-CIO

DECLINING

October 20, 1980

OCT 28 1980

WISCONSIN EMPLOYEE
RELATIONS COMMISSION

1. All Stipulated Agreements.
2. Article III, Section 5 - Assigned Overtime
 - a) Applies only to teachers.
 - b) Additional assigned work of a professional nature above a full-time work load, which occurs beyond the regular work week shall receive compensatory time off, on a straight time basis, for each hour of work. Such compensatory time shall be fully cumulative. Prior authorization for scheduling such compensatory time must be obtained from the employee's supervisor.
 - c) Overtime assignments shall be voluntary on the part of the employee.
 - d) Employees in the bargaining unit shall have preferential consideration in the above overtime assignments.
3. Article III, Section 7 - Employee Duties and Assignments
 - e) In assigning duties, the appropriate supervisor will give first consideration to the respective areas of the professional competence and experience of the employee. Exceptions to this provision may be made for the welfare of the employee or of the students or for emergency reasons.
4. Article III, Section 8 - Workload, Limitations, and Special Assignments
 - a) Each program counselor's work schedule shall include one hour of student non-contact time, in not less than thirty (30) minute blocks, each work day.
5. Article III, Section 17 - School Calendars
 - b) Nonteaching professional staff shall have four (4) inservice days per fiscal year; two (2) days shall correspond with the teachers' inservice days in February and two (2) days or four (4) half days shall be floating.

Steve Kowally
10-20-80


6. Article III, Section 19 - Seniority

- b) Seniority in a department shall accrue from the date of assignment or transfer to that department. However, upon completion of three (3) years of work in such a department, seniority shall then accrue from the date of appointment at MATC as outlined in a) above. For the purposes of this Agreement, the Division of Health and the Division of Student Services shall be considered as departments. Seniority may be exercised only when the employee(s) is certified and/or licensed for the job into which the employee is being moved as a result of a layoff, transfer, or involuntary transfer. An employee who voluntarily transfers to a new department shall lose all department seniority in the former department except that for purposes of layoff only, the employee shall retain all seniority accumulated in the former department for a period of three (3) years after such transfer.

7. Article VIII, Section 1 - Sick Leave

c) Reports and Procedures

Requests for the use of sick leave shall be on forms provided by the Board. In any case other than personal illness, the employee must file a written explanation with the immediate supervisor as early as the circumstances reasonably permit and in advance of the absence whenever possible. With respect to absences for an aggregate of three days per school year for personal and compelling reasons, permission of the immediate supervisor shall not be required; however, the Board reserves the right to question the qualification of any such claimed absence through the grievance procedure including arbitration. In the event of any such question, the Board agrees that it shall not make any deduction from the pay of the employee on account of any such absence unless and until the deduction has been authorized through the grievance or arbitration procedure. With respect to any absence for personal and compelling reasons in excess of an aggregate of three days per school year, the request must be approved by the immediate supervisor and such approval must be obtained in advance whenever possible. Requests of a confidential nature may be discussed with the immediate supervisor and if approved by the immediate supervisor, the employee will not be required to state in writing the detailed nature of the request. The foregoing limitations with respect to deductions from the pay of the employee in the event of a dispute concerning an absence hereunder shall not apply to any such absence which requires permission hereunder.


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8. Article VIII, Section 6 - Professional Leave

a) Definition.

Professional leave shall be defined as leave granted for attendance at conferences, conventions, workshops, institutes, school visitations, and other similar meetings which are related directly to improvement of the employees and their department or division.

c) Request and Approval.

Employees shall submit a request to their immediate supervisor thirty (30) days in advance of the meeting if possible. The supervisor shall approve such requests within five (5) days based on departmental needs.

9. Article X - Academic Freedom

Section 1 - Within MATC

The spirit of this institution, developed and sponsored under progressive administrative, educational and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgement occurs.

10. Article XV - Fair Share Agreement

Section 1 - Membership

Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.

Section 2 - Representation and Fair Share

The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

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10. (continued)

Section 3 - Fair Share Deduction

The Board agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Union at or before the end of the month in which deduction is made.

Section 4 - Limitation

This Article shall only apply to members of the certified bargaining unit, excluding employees who do not work at least 50% of a full work schedule in the regular day school program of the Board.

11. Appendix B-4 and B-5

Salary Proposal (two-year contract):

- a) Salary increase for 1979-80 retroactive to July 1, 1979.
- b) Salary increase for 1980-81 retroactive to July 1, 1980.
- c) Counselors who have earned additional credits beyond the Master's Degree or equivalent shall be placed in the corresponding step, effective October 1, 1980, in either Class IV or Class V provided they have earned either sixteen (16) or thirty-two (32) credits beyond their Master's.

12. Appendix C - Salary Classifications

The minimum requirements and a brief resume of the six (6) salary classes follow:

CLASS 0

- A. This classification is for employees who do not have an earned Bachelor's Degree or equivalency. To move to Class I, such employees would have to earn a Bachelor's Degree or meet one of the equivalencies outlined below:
 1. Seven (7) years of accumulated practical work experience in the area in which the employee is working. Only approved work experience which is one (1) month or more in duration will be counted toward computing this experience.
 2. If approved educational credits are taken, then the credits earned will be equated to work experience, and

3. Any combination of 1 and 2

CLASS I

This classification is for employees who have an earned Bachelor's Degree. It also includes vocational employees who have obtained an equivalency as defined above.

CLASS II

This classification is for employees who have met the requirements of Class I and have earned sixteen (16) additional approved credits.

CLASS III

This classification is for employees who have met the requirements for Class II and have earned sixteen (16) additional approved credits, or have earned a Master's Degree, or have two (2) earned Bachelor's Degrees, or who have an earned Bachelor's Degree and an additional professional certificate equivalent to a Master's Degree in their discipline or experience, e.g., a commerce teacher who has a B.B.A. Degree and a C.P.A. Certificate.

CLASS IV

This classification is for employees who have met the requirements for Class III and have earned sixteen (16) additional approved credits.

CLASS V

This classification is for employees who have met the requirements for Class IV and have earned sixteen (16) additional approved credits, or hold either an LL.B. or J.D. Degree.

An earned Ph.D. or Ed.D. in the appropriate field entitles the employee to an increment of \$850 above Class V after he/she has qualified for Class V.

13. Appendix D - Salary Determination

When employees are initially employed they are given credit on the salary scale of the appropriate class as follows:

1. For each year of approved counseling or industrial or business experience, nursing experience in the case of the nurse, related to the program area, one (1) increment with a maximum of five (5) increments allowable.

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2. If the prospective employee does not have all of the previous experience necessary for five (5) increments above Step 1, military service may be credited not to exceed two (2) years of extended active duty, one (1) increment being allowed for each full year of active duty.
3. The Board recognizes the fact that certain classes of employees are in especially great demand and those qualified for successful work in our institution may be in short supply. Thus the Board authorizes the Cabinet Division Head to exercise his/her judgement in such special cases by adding one or two increments to the maximum otherwise allowable on initial employment. Further increments can be added with the approval of the Union.
4. The letter of appointment of newly hired employees shall contain the principal factors, i.e., education, teaching experience, and military service, upon which the class and step of the teacher's salary are determined.

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14. Article V, Section 2 - Salary Determination


The rules for the determination of classification and step for employees are attached as Appendices C and D.

15. Article V, Section 4 - Salary Reclassification

Programs of study or courses which have not received prior approval by the Dean or Regional Administrator shall be credited for salary reclassification only if approved at the discretion of the Administrative Dean. To avoid misunderstanding, employees are encouraged to obtain advanced approval.

Salary reclassification, following the completion of requirements for the new class, shall be effective only if requested by an application and supported by appropriate documentation. Salary reclassification will be effective as of January 1, June 1, September 1 (the "effective date"). If the application for reclassification is received prior to an "effective date" and documentation is furnished as soon as it is available, the reclassification shall be effective at the first "effective date" following the date of application.

16. Delete all footnotes referencing ABE and CETA except for Maternity Leave footnote.


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Appendix B-4 -- Counselor's and Nurse Salary Schedule -- Class and Step Rates for 1979-80

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<u>CLASSES</u>	<u>STEPS AND RATES</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Class III	23,998	24,804	25,610	26,416	27,222	28,028	28,834
Class IV	24,898	25,704	26,510	27,316	28,122	28,928	29,734
Class V	25,798	26,604	27,410	28,216	29,022	29,828	30,634

Nurse	15,860	16,510	17,160	17,810	18,460	19,110	19,760
	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>		
Class III	29,640	30,446	31,252	32,058	32,864		
Class IV	30,540	31,346	32,152	32,958	33,764		
Class V	31,440	32,246	33,052	33,858	34,664		

Nurse	---	---	---	---	---		

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the employee to \$850.00 above Class V after he/she has qualified for Class V.
2. Employees will receive their pay biweekly in twenty-six (26) checks throughout the entire year.

Appendix B-5 --- Counselor's and Nurse Salary Schedule --- Class and Step Rates for 1980-81

03-02-V


<u>CLASSES</u>	<u>STEPS AND RATES</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Class III	25,918	26,788	27,658	28,528	29,398	30,268	31,138
Class IV	26,890	27,760	28,630	29,500	30,370	31,240	32,110
Class V	27,862	28,732	29,602	30,472	31,342	32,212	33,082

Nurse	17,129	17,831	18,533	19,235	19,937	20,639	21,341
	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>		
Class III	32,008	32,878	33,748	34,618	35,488		
Class IV	32,980	33,850	34,720	35,590	36,460		
Class V	33,952	34,822	35,692	36,562	37,432		

Nurse	---	---	---	---	---	---	---

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the employee to \$850.00 above Class V after he/she has qualified for Class V.
2. Employees will receive their pay biweekly in twenty-six (26) checks throughout the entire year.

Excluded "C"

MEDIATION-ARBITRATION BETWEEN
MATC AND AFT, LOCAL 212, NON-TEACHING PROFESSIONALS

FINAL OFFER OF MATC AS OF OCTOBER 24, 1980

MATC proposes the following:

ARTICLE III - HOURS AND WORKING CONDITIONS

Section 5 - Assigned Overtime

b) Additional assigned work of a professional nature beyond thirty-five (35) hours per week for counselors or thirty-seven and one half (37½) hours per week for school nurses (in each case excluding lunch hours) shall receive compensatory time off, on a straight time basis, for each such hour of work. The compensatory time off shall be prior to the end of the month following the month in which the overtime was worked. Prior authorization for scheduling such compensatory time must be obtained from the employee's supervisor.

c) Delete - applies only to teachers.

d) Delete - applies only to teachers.

Section 7 - Employee Duties and Assignment

e) In assigning duties, the appropriate supervisor will give consideration to the respective areas of the professional competence and experience of the employee as well as the welfare of the employee and the needs of the students and the program.

Section 17 - In-Service Training (Delete School Calendars)

In each contract year, each counselor shall be scheduled for one (1) full day or two (2) half days of in-service training.

Section 19 - Seniority

b) Seniority in a department shall accrue from the date of assignment or transfer to that department. However, upon completion of three (3) years of work in such a department, seniority shall then accrue from the date of appointment at MATC as outlined in a) above. For purposes of this Agreement, the classification of School Nurse shall be regarded as a separate department. Within Student Services, each position or each group of positions for which MATC requires that the employee have separate licensing, separate certification or a particular separate professional qualification (e.g. registered nurse) shall be regarded as a separate department. An employee who voluntarily transfers to a new department shall lose all department seniority in the former department except that for purposes of layoff only, the employee shall retain all seniority accumulated in the former department for a period of three (3) years after such transfer.

William A. Erickson

10-24-80

ARTICLE V - SALARIES AND PROFESSIONAL GROWTH

Section 1 - Salary Schedule

b) Addition to stipulated language:

The senior worker salary indicated as S.W. in Appendix B4 and B5 shall apply one (1) year after the employee has reached the last step of the classification and has completed at least ten (10) years of service.

Section 2 - Salary Determination - Same as Union's final offer (can be added to stipulated issues)

Section 4 - Salary Reclassification - Same as Union's final offer (can be added to stipulated issues)

ARTICLE VIII - LEAVES OF ABSENCE

Section 1 - Sick Leave

c) Reports and Procedures - Same as Union's final offer (can be added to stipulated issues)

Section 6 - Professional Leave

a) Definition

Professional leave shall be defined as leave granted for attendance at conferences, conventions, workshops, institutes, school visitations, and other similar meetings which are related directly to the specific work assignment of the employee.

c) Request and Approval

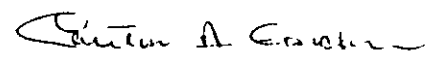
Employees shall submit a request to their immediate supervisor thirty (30) days in advance of the meeting if possible. The supervisor shall approve such requests within five (5) days providing the meeting is related directly to the work assignment of the employee and the absence of the employee would not disrupt departmental needs.

ARTICLE X - ACADEMIC FREEDOM

Section 1 - Within MATC

The spirit of this institution, developed and sponsored under progressive administrative and employee leadership, encourages the communication, investigation and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgment generally are promoted. Nothing herein shall limit or restrict the authority and responsibility of the administration to prescribe the duties and responsibilities to be discharged by the employees and the methods and procedures to be followed by the employees.

ARTICLE XV - FAIR SHARE AGREEMENT - Same as Union's final offer (can be added to stipulated issues)


10-24-80

Appendix B4 - Annual Salary Schedule for July 1, 1979-80*

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>S.W.</u>
School Nurse	15,652.01	16,289.63	16,930.64	17,597.49	18,279.72	18,863.34	19,545.05
Counselor	23,998.23	24,803.87	25,609.25	26,416.19	27,222.09	28,028.25	--
	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>		
Counselor (cont.)	28,832.58	29,638.74	30,443.85	31,249.75	32,054.87		

Appendix B5 - Annual Salary Schedule for July 1, 1980-81*

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>S.W.</u>
School Nurse	16,904.29	17,592.79	18,285.20	19,005.27	19,742.03	20,372.34	21,108.58
Counselor	25,918.14	26,788.22	27,658.04	28,529.42	29,399.76	30,270.62	--
	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>		
Counselor (cont.)	31,139.13	32,009.73	32,879.29	33,749.63	34,619.18		

*The foregoing annual salaries will be increased by an amount totaling \$850.00 per year for an employee who has an earned Ph.D. or Ed.D. in the field of the employee's work assignment.

Carroll A. Green
10-24-80

APPENDIX C

The annual salaries will be increased by \$850.00 per year for an employee who has an earned Ph.D. or Ed.D. in the field of the employee's work assignment.

APPENDIX D

Salary Determination
Upon Initial Employment

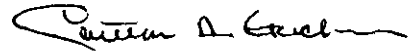
1) Except as provided in paragraph 2 or 3, new employees will be placed in step 1 of the salary schedule.

2) The parties recognize the fact that certain employees are in especially great demand and those qualified for successful employment in our institution may be in short supply. Thus, the Cabinet Division Head may exercise his/her judgment in such cases by adding one or two increments at the time of initial employment. Further increments can be added with the approval of the Union.

3) An employee who is transferring from a position at MATC which was compensated on a school year basis will be placed on the lowest step of the biweekly salary schedule which would result in an annual salary that equals or exceeds 115% of such employee's previous school year salary.

4) The letter of appointment of newly hired employees shall describe how the employee's salary step was determined.

FOOTNOTES - Same as Union's proposal concerning ABE and CETA (can be added to stipulated issues)



10-24-80

72.6.3-170 D 11

SUPPLEMENT TO STIPULATED ISSUES
MEDIATION/ARBITRATION BETWEEN MILWAUKEE AREA
TECHNICAL COLLEGE AND LOCAL 212 CONCERNING
NONTEACHING PROFESSIONALS

On October 20, 1980 the parties approved a new Appendix L setting forth special provisions applicable to nonteaching professionals to be included in the existing collective bargaining agreement for teachers for the period July 1, 1979 through June 30, 1981. Subsequent to October 20, 1980 the parties have agreed upon the following additional provisions to be included in such Appendix L:

ARTICLE III - HOURS AND WORKING CONDITIONS

Section 5 - Assigned Overtime

b) Additional assigned work of a professional nature beyond thirty-five (35) hours per week for counselors or thirty-seven and one-half (37-1/2) hours per week for school nurses (in each case excluding lunch hours) shall receive compensatory time off, on a straight time basis, for each such hour of work. Compensatory time off up to a total of 21 hours may be accumulated indefinitely; accumulated compensatory time off which exceeds 21 hours shall be taken prior to the end of the month following the month in which the excess was accumulated. Prior authorization for scheduling such compensatory time must be obtained from the employee's supervisor.

c) Overtime assignments shall be voluntary on the part of the employee except that the supervisor may make involuntary assignments of overtime where sufficient counselors are not available on a voluntary basis or where acceptance of the offer of any individual to work overtime would result in excessive compensatory time off that would unduly disrupt the work of that individual during regular hours.

d) Delete - applies only to teachers.

Section 8 - Work Load, Limitations, and Special Assignments

A) Delete - applies only to teachers. Substitute the following new provision:

Upon approval of the immediate supervisor, a counselor may move to an approved separate work area to complete necessary paperwork free from student contacts for such period as the supervisor approves.

ARTICLE V, Section 2 - Salary Determination

Change "teachers" to "employees".

ARTICLE V, Section 4 - Salary Reclassification

Programs of study or courses which have not received prior approval by the Dean or Regional Administrator shall be credited for salary reclassification only if approved at the discretion of the Administrative Dean. To avoid misunderstanding, employees are encouraged to obtain advance approval.

Salary reclassification, following the completion of requirements for the new class, shall be effective only if requested by an application and supported by appropriate documentation. Salary reclassification will be effective as of January 1, June 1, September 1 (the "effective date"). If the application for reclassification is received prior to an "effective date" and documentation is furnished as soon as it is available, the reclassification shall be effective at the first "effective date" following the date of application.

ARTICLE VIII, Section 1 - Sick Leave

c) Reports and Procedures

Change "teacher" to "employee".

Section 6 - Professional Leave

c) Request and Approval

Employees shall submit a request to their immediate supervisor thirty (30) days in advance of the meeting, if possible. The supervisor shall approve such requests within five (5) days providing the absence of the employee would not disrupt departmental needs.

ARTICLE XV - FAIR SHARE AGREEMENT

change "teach" to "work"

Change "teaching personnel" to "employees" and change "teaching schedule" to "work schedule".

APPENDIX D

Salary Determination Upon Initial Employment

1) Except as provided in paragraph 2 or 3, new employees will be placed in step 1 of the salary schedule.

2) The parties recognize the fact that certain employees are in especially great demand and those qualified for successful employment in our institution may be in short supply. Thus, the Cabinet

Division Head may exercise his/her judgment in such cases by adding one or two increments at the time of initial employment. Further increments can be added with the approval of the Union.

3) An employee who is transferring from a position at MATC which was compensated on a school year basis will be placed on the lowest step of the biweekly salary schedule which would result in an annual salary that equals or exceeds 115% of such employee's previous school year salary.

4) The letter of appointment of newly hired employees shall describe how the employee's salary step was determined.

FOOTNOTES - All footnotes referring to ABE and CETA shall be deleted except for Maternity Leave footnote as it appears in Appendix L dated October 20, 1980.

Approved this 14th day of January, 1981.

MATC

LOCAL 212

By William A. Givhan

By Steve Kowalchy

Exhibit # "E"

FINAL OFFER

American Federation of Teachers, Local 212
WFT, AFL-CIO

January 5, 1981

1. All Stipulated Agreements
2. Article III, Section 7 - Employee Duties and Assignments
 - e) In assigning duties, the appropriate supervisor will give first consideration to the respective areas of the professional competence and experience of the employee. Exceptions to this provision may be made for the welfare of the employee or of the students or for emergency reasons.
3. Article III, Section 17 - School Calendars
 - b) Nonteaching professional staff shall have three (3) inservice days per fiscal year; two (2) days shall correspond with the teachers' inservice days in February and one (1) day or two (2) half days shall be floating.
4. Article III, Section 19 - Seniority
 - b) Seniority in a department shall accrue from the date of assignment or transfer to that department. However, upon completion of three (3) years of work in such a department, seniority shall then accrue from the date of appointment at MATC as outlined in a) above. For the purposes of this Agreement, the classification of School Nurse shall be regarded as a separate department. Within Student Services, each position or each group of positions for which MATC requires that the employee have separate licensing or separate certification shall be regarded as a separate department. An employee who voluntarily transfers to a new department shall lose all department seniority in the former department except that for purposes of layoff only, the employee shall retain all seniority accumulated in the former department for a period of three (3) years after such transfer. If a counselor would otherwise be laid off or transferred involuntarily, such counselor may bump a less senior counselor in any position for which the counselor is certified or has any separate license.
5. Article VIII, Section 6 - Professional Leave
 - a) Definition.
Professional leave shall be defined as leave granted for attendance at conferences, conventions, workshops, institutes, school visitations, and other similar meetings which are related directly to improvement of the employees and their department or division.

6. Article X - Academic Freedom

Section 1 - Within MATC

The spirit of this institution, developed and sponsored under progressive administrative, educational and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgement occurs.

7. Appendix B-4 and B-5

Salary Proposal (two-year contract)

- a) Salary increase for 1979-80 retroactive to July 1, 1979.
- b) Salary increase for 1980-81 retroactive to July 1, 1980.
- c) Counselors who have earned sixteen (16) additional credits beyond the Master's Degree or equivalent shall be placed in Class IV (effective January 1, 1981). Counselors who have earned thirty-two (32) additional credits beyond the Master's Degree or equivalent shall be placed in Class V. (effective January , 1982).

8. Appendix C - Salary Classifications

The minimum requirements and a brief resume of the six (6) salary classes follow:

CLASS 0

- A. This classification is for employees who do not have an earned Bachelor's degree or equivalency. To move to Class I, such employees would have to earn a Bachelor's Degree or meet one of the equivalencies outlined below:
 1. Seven (7) years of accumulated practical work experience in the area in which the employee is working. Only approved work experience which is one (1) month or more in duration will be counted toward computing this experience.
 2. If approved educational credits are taken, then the credits earned will be equated to work experience, and for every thirty-two (32) credits earned, one and one-half (1½) years' work experience shall be granted.

3. Any combination of 1 and 2.

CLASS I

This classification is for employees who have an earned Bachelor's Degree. It also includes vocational employees who have obtained an equivalency as defined above.

CLASS II

This classification is for employees who have met the requirements of Class I and have earned sixteen (16) additional approved credits.

CLASS III

This classification is for employees who have met the requirements for Class II and have earned sixteen (16) additional approved credits, or have earned a Master's Degree, or have two (2) earned Bachelor's Degrees, or who have an earned Bachelor's Degree and an additional professional certificate equivalent to a Master's Degree in their discipline or experience, e.g., a commerce teacher who has a B.B.A. Degree and a C.P.A. Certificate.

CLASS IV

This classification is for employees who have met the requirements for Class III and have earned sixteen (16) additional approved credits.

CLASS V

This classification is for employees who have met the requirements for Class IV and have earned sixteen (16) additional approved credits, or hold either an LL.B. or J.D. Degree.

An earned Ph.D. or Ed.D. in the appropriate field entitles the employee to an increment of \$850 above Class V after he/she has qualified for Class V.

Appendix B-4 -- Counselor's and Nurse Salary Schedule -- Class and Step Rates for 1979-80

<u>CLASSES</u>	<u>STEPS AND RATES</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Class III	23,998	24,804	25,610	26,416	27,222	28,028	28,834
Class IV	24,898	25,704	26,510	27,316	28,122	28,928	29,734
Class V	25,798	26,604	27,410	28,216	29,022	29,828	30,634

Nurse	15,860	16,510	17,160	17,810	18,460	19,110	19,760
	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12*</u>		
Class III	29,640	30,446	31,252	32,058	32,864		
Class IV	30,540	31,346	32,152	32,958	33,764		
Class V	31,440	32,246	33,052	33,858	34,664		

Nurse	---	---	---	---	---		

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the employee to \$850.00 above Class V after he/she has qualified for Class V.
2. Employees will receive their pay biweekly in twenty-six (26) checks throughout the entire year.

* (Effective July 1, 1982)

Appendix B-5 -- Counselor's and Nurse Salary Schedule -- Class and Step Rates for 1980-81

<u>CLASSES</u>	<u>STEPS AND RATES</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Class III	25,918	26,788	27,658	28,528	29,398	30,268	31,138
Class IV	26,890	27,760	28,630	29,500	30,370	31,240	32,110
Class V	27,862	28,732	29,602	30,472	31,342	32,212	33,082

Nurse	17,129	17,831	18,533	19,235	19,937	20,639	21,341
	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12*</u>		
Class III	32,008	32,878	33,748	34,618	35,488		
Class IV	32,980	33,850	34,720	35,590	36,460		
Class V	33,952	34,822	35,692	36,562	37,432		

Nurse	---	---	---	---	---		

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the employee to \$850.00 above Class V after he/she has qualified for Class V.
2. Employees will receive their pay biweekly in twenty-six (26) checks throughout the entire year.

* (Effective July 1, 1982)

Exhibit "F"

MEDIATION-ARBITRATION BETWEEN
MATC AND AFT, LOCAL 212, NONTEACHING PROFESSIONALS

FINAL OFFER OF MATC AS OF JANUARY 8, 1981

MATC proposes the following:

ARTICLE III - HOURS AND WORKING CONDITIONS

Section 7 - Employee Duties and Assignment

e) In assigning duties, the appropriate supervisor will give consideration to the respective areas of the professional competence and experience of the employee as well as the welfare of the employee and the needs of the students and the program.

Section 17 - In-Service Training (Delete School Calendars)

In each contract year, each counselor shall be scheduled for one (1) full day or two (2) half days of in-service training.

Section 19 - Seniority

b) Seniority in a department shall accrue from the date of assignment or transfer to that department. However, upon completion of three (3) years of work in such a department, seniority shall then accrue from the date of appointment at MATC as outlined in a) above. For purposes of this Agreement, the classification of School Nurse shall be regarded as a separate department. Within Student Services, each position or each group of positions for which MATC requires that the employee have separate licensing, separate certification or a particular separate professional qualification (e.g. registered nurse) shall be regarded as a separate department. An employee who voluntarily transfers to a new department shall lose all department seniority in the former department except that for purposes of layoff only, the employee shall retain all seniority accumulated in the former department for a period of three (3) years after such transfer. If a counselor would otherwise be laid off or transferred involuntarily, such counselor may bump a less senior counselor in any position for which the counselor is certified, has any required separate licensing, and has any particular separate professional qualification required by MATC for such position.

ARTICLE V - SALARIES AND PROFESSIONAL GROWTH

Section 1 - Salary Schedule

b) Proposed addition at end of section:

The senior worker salary indicated as S.W. in Appendix B4 and B5 shall apply one (1) year after the employee has reached the last step of the classification and has completed at least ten (10) years of service.

ARTICLE VIII - LEAVES OF ABSENCE

Section 6 - Professional Leave

a) Definition

Professional leave shall be defined as leave granted for attendance at conferences, conventions, workshops, institutes, school visitations, and other similar meetings which are related directly to the specific work assignment of the employee or are otherwise approved by the immediate supervisor.

ARTICLE X - ACADEMIC FREEDOM

Section 1 - Within MATC

The spirit of this institution, developed and sponsored under progressive administrative and employee leadership, encourages the communication, investigation and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgment generally are promoted. Nothing herein shall limit or restrict the authority and responsibility of the administration to prescribe the duties and responsibilities to be discharged by the employees and the methods and procedures to be followed by the employees.

Appendix B4 - Annual Salary Schedule for July 1, 1979-80*

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>S.W.</u>
School Nurse	15,652.01	16,289.63	16,930.64	17,597.49	18,279.72	18,863.34	19,545.05
Counselor	23,998.23	24,803.87	25,609.25	26,416.19	27,222.09	28,028.25	--
	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>		
Counselor (cont.)	28,832.58	29,638.74	30,443.85	31,249.75	32,054.87		

Appendix B5 - Annual Salary Schedule for July 1, 1980-81*

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>S.W.</u>
School Nurse	16,904.29	17,592.79	18,285.20	19,005.27	19,742.03	20,372.34	21,108.58
Counselor	25,918.14	26,788.22	27,658.04	28,529.42	29,399.76	30,270.62	--
	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>		
Counselor (cont.)	31,139.13	32,009.73	32,879.29	33,749.63	34,619.18		

*The foregoing annual salaries will be increased by an amount totaling \$850.00 per year for an employee who has an earned Ph.D. or Ed.D. in the field of the employee's work assignment.

Appendix C

The annual salaries will be increased by \$850.00 per year for an employee who has an earned Ph.D. or Ed.D. in the field of the employee's work assignment.