

## DOCUMENT RESUME

ED 321 807

JC 900 398

**TITLE** Collective Bargaining Agreement Between Gateway Vocational, Technical and Adult Education District Board and Gateway Technical Education Association, WEAC, NEA, 1989-91 (July 1, 1989 - June 30, 1991).

**INSTITUTION** Gateway Vocational, Technical and Adult Education District, WI.; National Education Association, Washington, D.C.

**PUB DATE** 89

**NOTE** 62p.

**PUB TYPE** Legal/Legislative/Regulatory Materials (090)

**EDRS PRICE** MF01/PC03 Plus Postage.

**DESCRIPTORS** \*Board of Education Policy; \*Collective Bargaining; College Administration; \*College Faculty; Community Colleges; \*Contracts; Contract Salaries; \*Employment Practices; Faculty Promotion; Fringe Benefits; Grievance Procedures; Leaves of Absence; \*Negotiation Agreements; Personnel Policy; Policy Formation; School Schedules; Seniority; Teacher Dismissal; Teaching Conditions; Two Year Colleges

**IDENTIFIERS** National Education Association; \*NEA Contracts

**ABSTRACT**

This collective bargaining agreement establishes provisions between the Gateway Vocational, Technical, and Adult Education District Board and the Gateway Technical Education Association, WEAC (Wisconsin Educational Association Council), and NEA (National Education Association). The agreement is divided into nine articles and a series of appendixes. Article I delineates contract recognition and implementation, including use of facilities and employee facilities. Article II covers management rights. Article III discusses dues deduction, fair share, seniority, and loss of seniority. Article IV outlines grievance procedures. Article V presents 14 sections on working conditions, including fair dismissal, teacher protection, teaching assignments, workload, evaluation procedure, and resignation. Article VI discusses leaves of absence, including sick leave, sabbatical leave, jury duty, military leave, unpaid leaves, and maternity leave. Article VII contains the 1989-90 and 1990-91 academic calendars. Article VIII covers 11 subdivisions of salary, benefits, and teacher welfare, including salary schedules, special school employment, travel expense and time, and summer school agreements. Article IX presents rules governing the agreement, including general provisions, the duration and procedure for negotiating a successor agreement, and prohibition against strikes. Nine appendixes to the agreement provide a workload type conversion table, school calendars, a salary schedule for 1989-90 and 1990-91, an aviation teaching assistant salary schedule for 1989-90 and 1990-91, special employment salary schedules for 24 August 1989 and 23 August 1990, and a stipulation of the agreement dated August 16, 1984. (JMC)

ED321807

JC900398

1989 - 1991

(July 1, 1989 - June 30, 1991)

**COLLECTIVE BARGAINING AGREEMENT**



BETWEEN

**GATEWAY VOCATIONAL, TECHNICAL AND  
ADULT EDUCATION DISTRICT BOARD**

AND

**GATEWAY TECHNICAL EDUCATION ASSOCIATION  
WEAC, NEA**

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## PREAMBLE

The Gateway Vocational, Technical and Adult Education District, hereinafter referred to as the "Board" or "District" and the Gateway Technical Educational Association, WEAC, NEA, hereinafter referred to as the "Association", are parties to this Agreement.

## ARTICLE I

### RECOGNITION AND SCOPE

#### Section 1 - Recognition

The Board recognizes the Association as the exclusive bargaining representative of all employees in the following bargaining unit employed in the Gateway Vocational, Technical and Adult Education District:

All full-time and regular part-time professional personnel working 50% or more of a regular schedule for their positions including teachers, counselors, librarians, Guided Studies teachers, certified teaching assistants, aviation teaching assistants, developers, program chairmen, and employees of the Academic Development and Student Services Division, but excluding supervisory, managerial and confidential employees, custodial employees and clerical employees, and all other employees. (Pursuant to stipulation of Agreement dated August 16, 1984 attached hereto as Appendix 1 of this Agreement.)

#### Section 2 - Implementation

- A. Pursuant to the provisions of §111.70 Wisconsin Statutes, said Association is the exclusive collective bargaining representative of all such employees for the purpose of conferences and negotiations with the Board or its lawfully authorized representatives.
- B. Unless otherwise indicated, employee(s) in this unit will be hereinafter referred to as "teachers" or "employees".
- C. The Board of Gateway Vocational, Technical and Adult Education District will hereinafter be referred to as the "Board" or "District" or its lawfully authorized representative.
- D. The term "District Director" throughout this agreement has reference to the District Director or the Director's authorized designee.

ARTICLE I, Section 2E - ARTICLE I, Section 4C

- E. The Board or its representative agrees to meet with the Association within ten (10) days after the finalization of the agreement for the purpose of making necessary corrections and arranging to duplicate and sign this agreement and any supplement thereto. Within forty-five (45) days after this meeting, the Board shall provide at no cost to the Association, two hundred and fifty (250) copies of this agreement for the Association's use.

**Section 3 - Use of Facilities**

- A. **Attendance at Board Meetings:** During school hours, the Association may have up to two (2) representatives present at regularly scheduled Board meetings. These representatives shall suffer no loss in salary; however, such attendance shall not interfere with the normal teaching schedule of the representatives. The Association President will notify the Director seven (7) days in advance of the identities of the Association representatives so that proper schedule arrangements can be made. The Board will send, prior to each regular meeting of the Board, a copy of the legal posting of regular Board meetings and at least one (1) copy of the minutes following each meeting of the Board to the President of the Association.
- B. **Use of Buildings:** Association representatives may use District buildings for Association meetings without cost, providing prior approval is obtained from the District Director or the Director's representative.
- C. Association officers and committee chairpersons may use District equipment and facilities in the normal transaction of Association business. If abuses occur, the usage of equipment and facilities may be terminated by the District Director or the Director's representative. The Association shall provide the paper and provide for the cost of copying materials.

**Section 4 - Employee Facilities**

- A. The Board shall provide a teachers' lounge, outside telephone service, and parking facilities at each campus.
- B. Each teacher shall be provided with the use of a mailbox or a designated place to receive incoming mail.
- C. The teachers shall have the right to use the mail system and/or mailboxes in and between school buildings for the purpose of communicating with teachers.

**ARTICLE I, Section 4D - ARTICLE II, ¶F**

- D. Teachers shall not use the institutional facilities, equipment and personnel for private gain.**

**ARTICLE II**

**MANAGEMENT RIGHTS**

**The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Wisconsin and of the United States and the rulings of federal and state regulatory agencies including, but not limited to, the right:**

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees within the total school program, including the establishment of reasonable rules and regulations and to take whatever actions may be necessary to carry out the functions of the Board in situations of emergency;**
- B. To hire all employees and to determine their qualifications, their employment assignment, dismissal, promotion or transfer; and to relieve employees from duties because of lack of work or other legitimate reasons;**
- C. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and special events for students, and the right to create, combine or eliminate any positions or programs, all as deemed necessary or advisable by the Board;**
- D. To determine and change the methods and means by which school operations are to be conducted, including the means and methods of instruction, selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;**
- E. To determine class schedules, the hours of instruction/work, and the duties, responsibilities and assignments of all employees;**
- F. To establish and enforce policies, procedures and reasonable rules for maintenance of discipline and from time to time to change or abolish such policies, procedures and rules;**



**ARTICLE II, ¶G - ARTICLE III, Section 1**

- G. To establish safety rules and enforce penalties for their violation;
- H. To enforce the rules and policies now in effect and to establish new rules and regulations;
- I. To maintain efficiency of District operations;
- J. To introduce new or improved methods or facilities;

The management rights set forth above shall not be exercised in violation of the express terms of this agreement.

**ARTICLE III**

**DUES DEDUCTION, FAIR SHARE AND SENIORITY**

**Section 1 - Dues Deduction**

- A. The District shall collect and forward to the Association the dues of Association members. The District shall deduct an amount to provide monthly payments of dues for membership in the United Teaching Profession, as determined by the Association, from the regular monthly salary check of each member who has authorized such deductions in writing. The amount so deducted pursuant to such authorization shall be promptly remitted directly to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District shall provide the Association with a list of employees from whom membership dues deductions are made with each monthly remittance to the Association.
- B. Authorization to collect dues by payroll deduction shall remain in full force and effect until revoked by the member in writing to both the Association and the District in accordance with applicable law. Such revocations during any membership year shall not be effective until thirty (30) days after receipt by the Association and the District of the written revocation.

Section 2 - Fair Share

- A. **MEMBERSHIP NOT REQUIRED:** Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
- B. **EMPLOYMENT COVERED:** The District shall, once each month, deduct from the regular earnings of all employees specified herein an amount equal to such employees' proportionate share of the cost of the collective bargaining process and contract administration as certified annually by September 1 by the Association. The District shall pay such amount to the Treasurer of the bargaining representative of such employees on or before the end of the month following the month in which such deduction is made. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. No more than one change request per year will be honored by the employer. Employees on layoff or leave of absence or other status in which they receive no pay are excluded.
- C. The Association does hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.
- D. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their Fair Share of the cost of representation by the Association, as provided in §111.70(1)(i), Wisconsin Statutes, and as certified to the District by the Association, and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

**ARTICLE III, Section 2D1 - ARTICLE III, Section 3B**

1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Section 1 (Dues Deduction) [or paid to the Association in some other manner authorized by the Association]. The Association shall notify the District of those employees who are exempt from the provisions of this Section [by the first day of September of each year], and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change. It is understood that no more than one change request per year need be honored by the employer.
2. The Association shall notify the District of the amount certified by the Association to be the Fair Share of the cost of representation by the Association, referred to above two weeks prior to any required Fair Share deduction.

**Section 3 - Seniority**

- A. Seniority shall be defined as the employee's length of continuous service in the District (including service in the previous Districts 6 and 7) beginning with the earlier of either:
  1. The date of the employee's earliest employment in a position that would be in the bargaining unit as of July 1, 1985, or
  2. The date set forth in the agreed upon seniority lists dated November 16, 1984 and March 12, 1985.

Employees who left/leave positions that would be in the bargaining unit as of July 1, 1985 but have remained/remain continuously employed by the District and later return to the unit shall be fully credited for their District service back to their original seniority date as described above.

- B. Employees new to the District beginning August, 1977, shall serve a probationary period of three years. During the three-year probationary period, the employees may be discharged if their work is found to be unsatisfactory. Employees new to the bargaining unit as of November 2, 1984 shall be considered to have completed a probationary period with the District and shall not be subject to continued or additional probation.

**ARTICLE III, Section 3C - ARTICLE IV, Section 1B3**

- C. A list shall be maintained by the District showing the seniority of each employee within the District. Such list shall be made available to the local Association President by December 1 each year.

**Section 4 - Loss of Seniority**

There shall be no loss of seniority in the event of a layoff of three (3) years or less, but seniority and the employment relationship shall be broken and terminated if the employee:

1. Resigns or quits.
2. Is discharged for cause after completion of the probationary period, or is discharged for any reason which is not arbitrary or capricious during the probationary period.
3. Is retired.
4. Is on layoff for more than three (3) years.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

**Section 1 - Definition**

- A. **Definition:** A grievance is defined to mean a dispute involving the interpretation and application of this contract.
- B. Whenever the term:
1. "School" is used, it is to include any work location, functional division or group in which a grievance may arise.
  2. "Teacher" is used, it is to include any member of the bargaining unit.
  3. "Association representative" is used, it is to include any Association representative or representatives upon whom the President has conferred authority to act for the Association.

**ARTICLE IV, Section 1B4 - ARTICLE IV, Section 2H**

4. "Working days" is used, it shall mean calendar days excluding Saturday, Sunday, legal holidays, Christmas recess and spring recess.

**Section 2 - General Applications**

- A. The written grievance provided for herein shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the contract provision(s) involved, and the relief being sought.
- B. The Association shall have the right to present, process or appeal a grievance at any level on behalf of any teacher.
- C. Should a grievance not be answered within the allotted time period, it may be processed through the next step of the procedure.
- D. Except as otherwise expressly permitted or agreed to by the administration, it is understood that the investigation and processing of grievances shall be transacted outside of the employees' normal teaching hours, providing, however, that when it is necessary for employees to be involved during school hours, such employees, upon request to the District Director, will be relieved of their regular non-teaching duties without loss of pay in order to allow for their participation. It is further understood that such processing of grievances shall not interfere with normal staff during times of normal teaching assignments.
- E. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- F. Grievances concerning discipline may be initiated at the level at which the discipline was imposed.
- G. Failure to appeal a grievance to the next step within the time limits set forth herein shall constitute a waiver of the grievance.
- H. After Step 1 of the grievance procedure, copies of any and all responses will be mailed or delivered to the grievant, the President of the Association, two (2) Association designees, the Director of Employee Relations or his/her designee, and the appropriate administrator according to the step of the grievance procedure.

ARTICLE IV, Section 2H - ARTICLE IV, Section 3, Step 3

For the purpose of time limit calculations, the Director of Employee Relations and the Association President or their respective designees shall be the official timekeepers. Time limits shall be determined by the date of postmark of a mailed response to the official timekeeper or the date of the official timekeeper's initialed receipt of a delivered response.

**Section 3 - Procedure**

**Step 1** In the event an employee claims to have a grievance, the teacher shall orally submit the grievance to the teacher's immediate supervisor within twenty (20) working days from the time the employee knew or should have known of the occurrence giving rise to the grievance.

**Step 2** If the grievance is not settled at the first step, the employee, within five (5) working days of the oral response in Step 1, shall reduce the grievance to writing and shall forward copies of the grievance to his/her immediate supervisor. The immediate supervisor shall give his/her written answer to the employee within seven (7) working days of receipt of the written grievance.

**Step 3** If the grievance is not resolved satisfactorily, the aggrieved teacher may appeal within ten (10) working days to the Director. The District Director may designate an appropriate Division Director to respond at this step. The appeal shall be in writing and shall include a copy of the original grievance stating the nature of the grievance and the decision at Step 2.

Within seven (7) working days after the receipt of the appeal, the Director or his/her designee shall hold a meeting on the grievance. The aggrieved teacher and the Association President shall be given at least one (1) working day notice of the meeting. The aggrieved teacher shall be present at the meeting unless there is mutual agreement that no facts are in dispute and that the sole question before the Director is one of interpretation of a provision of the Agreement between the parties. Within seven (7) working days after the meeting on the appeal, the Director or his/her designee shall communicate his/her decision in writing to all parties present at the meeting.

**ARTICLE VI, Section 3, Step 4 - ARTICLE VI, Section 3, Step 5c**

**Step 4** If the grievance is not resolved satisfactorily, the aggrieved teacher may appeal within fifteen (15) working days to the Board. The appeal shall be in writing and shall include a copy of the original appeal and the decisions at previous steps in the grievance procedure as the grievance has been heard.

The Board shall have the right to waive Step 4 in the procedure if it so desires and in such case shall notify the grievant within seven (7) calendar days of the date of the regularly scheduled Board meeting following a receipt of the grievance. If the Board determines a hearing is necessary, the Board or Personnel Committee will schedule a hearing on the date of the next regularly scheduled Board or Personnel Committee meeting or within thirty-five (35) calendar days. The aggrieved teacher and the Association President will be given at least two (2) working days notice of the hearing. Within seven (7) working days after the hearing on the appeal, the Board or Personnel Committee will communicate its decision in writing to the aggrieved teacher and Association. The Board or Personnel Committee may hold the hearing on the date of the regularly scheduled Board meeting following receipt of the grievance.

**Step 5** If the grievance is not resolved satisfactorily through the above procedure, the Association along with the teacher may appeal within ten (10) working days for arbitration.

- a. If the parties mutually agree, the arbitrator shall be appointed by the WERC or a private arbitrator shall be selected; or, if no such agreement can be reached within five (5) working days after notice of appeal to arbitration, the Association may request a panel of seven (7) arbitrators from the WERC.
- b. The arbitrator shall be selected from the panel by each party, alternately striking a name from the panel until only one (1) name remains with the party striking first to be determined by coin toss.
- c. The decision and award of the arbitrator will be accepted as final and binding by both parties.

**ARTICLE IV, Section 3, Step 5d - ARTICLE V, Section 1B1**

- d. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement and limited to the grievance referred to him/her for arbitration. He/She shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific provisions of this Agreement or to impose liability not explicitly expressed herein.
- e. In the event there is a charge for the services of an arbitrator or for a transcript of the proceedings, the parties shall share the expense equally. Each party shall bear the expense of preparing and presenting its own case. Necessary witnesses and not more than two (2) local Association representatives may be in attendance at the arbitration hearing without loss of pay.

**ARTICLE V**

**WORKING CONDITIONS**

**Section 1 - Fair Dismissal**

After the completion of his/her probationary period (Article III, Section 3B), an employee shall not be suspended, discharged, non-renewed (other than layoff), or otherwise disciplined except for just cause. All measures of discipline shall be subject to the grievance procedure, including access to binding arbitration, as outlined herein:

- A. Grievances resulting from lesser measures of discipline (defined as oral reprimand, written reprimand, suspension of not more than five (5) days) shall be subject to the grievance procedure, to be initiated at the level at which the discipline was imposed.
- B. Grievances resulting from severe discipline (defined as suspension of more than five (5) days, disciplinary transfer, loss of increment) or non-renewal or discharge shall follow these specific procedures:
  - 1. Notification to the teacher and President of the GTEA in writing stating cause for such action.



**ARTICLE V, Section 1B2 - ARTICLE V, Section 2B**

2. If requested by the teacher, the teacher shall have a hearing with full benefit of representation and counsel before the Board or Personnel Committee (at the discretion of the Board) within thirty-five (35) calendar days of receipt of the notification.
3. The teacher shall have the right to appeal the decision under Step 5 of the grievance procedure.

**Section 2 - Layoff**

**A. Priorities:**

1. When there is a reduction in the number of employees, volunteers shall be considered first.
2. If not enough work (including evening and/or Saturday assignments, and/or compensating underload or overload the following semester and/or special assignments) is available to give a full-time employee a full workload, he/she may elect to be laid off rather than accept a partial load.

**B. Layoff Criteria:**

If there are insufficient volunteers, employees shall be laid off by the Director. The Director shall act in a reasonable manner in selecting the employees to be laid off, basing the decision on the following factors:

1. The employees' areas of certification and academic training;
2. The employees' seniority in the District;

In the event the factors in B. 1 and 2 are determined by the District Director to be equal, the content of B. 3 will be used to determine the employee to be laid off.

3. The employees' past and potential contributions to the educational program of the District, including the ability and performance of the employees.

The employee to be laid off and the President of the Local Association shall be notified in writing in the event of any layoff and will be given the reasons for such layoff.

ARTICLE V, Section 2C1 - ARTICLE V, Section 2C5

C. Recall Procedure:

1. If, within the employee's reemployment rights, the District has a vacant position available in the affected layoff area, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this paragraph, employees will be reinstated in reverse order of their layoff from the affected layoff area, if qualified to fill the vacancy. In the event two or more employees who are so qualified were laid off on the same date, the Board shall select the employee to be first contacted, taking into account the factors set forth in Paragraph B above.
2. A full-time employee on layoff may accept or refuse recall offers of part-time employment without loss of, renewal of, or extension of his/her contractual recall rights to the next available full-time position for which the employee is qualified.
3. Should an employee refuse a recall offer of part-time employment, the District is not obligated to offer subsequent part-time employment unless or until the employee indicates in writing that he/she is available and willing to accept part-time employment. The District will provide the Association with a copy of any such notice it receives. In no event shall the District be obligated to offer recall to a part-time position after the expiration of the employee's reemployment rights period defined below.
4. Upon reinstatement, the employee shall be given credit for all previous years served in the District (including previous allowance for any other outside experience credited to him/her). No employee may be prevented from securing other employment during the period he/she is laid off under this section.
5. Within fourteen (14) days after receipt of notice pursuant to Paragraph 1, the employee must advise the District in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to Paragraph 1 shall be mailed, registered, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current whereabouts.

**ARTICLE V, Section 2C6 - ARTICLE V, Section 3**

6. Any and all reemployment rights granted to an employee on layoff pursuant to this article shall terminate upon:
  - a. Such employee's failure to accept within fourteen (14) days any full-time position offered him/her as provided above, or
  - b. The expiration of such employee's reemployment rights period. The term "employee's reemployment rights period" means three (3) years following the date on which the employee is laid off.
- D. This procedure applies to layoffs occurring during the term of an individual contract or layoffs occurring at the close of the school year. If a lay-off occurs during the term of an individual contract, employees shall be given a minimum of thirty (30) days notice.

**Section 3 - Employee Workload Security**

- A. In the event of a staff reduction and/or contract reduction, bargaining unit members shall have the right to the workload in Educational Services or Student Services for which the bargaining unit member is certified (where certification is an employment requirement for the workload involved) or qualified (where certification is not an employment requirement for the workload involved). Workload subject to this provision shall not include course work in category 600, or workload performed by employees in units represented by another labor organization, or workload performed by supervisors, managerial employees, confidential employees or full-time non-represented technical employees. Where course work in course category 400 (trade extension) is involved, the workload formula credits for number of preparations shall not apply, but the remainder of the workload formula shall apply. For purposes of this employee workload security provision, qualified shall mean meets the minimum qualifications listed in the job description for that position.
- B. Where reductions in part-time contracts are necessary, such reductions shall be by inverse seniority within the affected certification area or department.
- C. There will be no sub-contracting of courses required for an Associate Degree or a vocational diploma provided there is a bargaining unit member certified and qualified to perform such work. There will be no sub-contracting of any workload that results in the layoff of a bargaining unit member.

ARTICLE V, Section 4 - ARTICLE V, Section 5

**Section 4 - Vacancies**

- A. Notification of vacancies or newly established positions will be provided to each employee in his/her mailbox or through the mail. Interested teachers shall make application within ten (10) working days of the notification date.
- B. Full-time teachers employed by the District completing the proper application will be given first consideration in filling vacancies or newly established positions.
- C. Where two or more bargaining unit teachers are equal in qualifications for the position, the bargaining unit teacher with the greater amount of seniority in the District shall be given preference.

**Section 5 - Transfer**

- A. The administration shall take the seniority, training, experience, specific achievements, wishes and convenience of the teacher into consideration in transfer situations; however, it is understood that the instructional and best interests of the school system and the students are of primary importance.
- B. Any teacher desiring a transfer to another campus, subject and/or activity assignment shall attempt to make his/her request to the District Director on or before February 1 in order for it to be considered for the following semester and by October 1 to be considered for the second semester. Such request shall include the subject areas or schools to which he/she desires to be transferred, in order of preference.
- C. On or before the beginning of each school year, the Director upon written notification from the President of the Association will provide said person with the names of all teachers who have been transferred to another location.
- D. Should a Student Services position that requires state certification become vacant or a new such position be created, Student Services professional/non-certified employees who meet the requirements for state certification will be given first option for the certified position. If more than one employee is certifiable for the certified position, the most senior employee will be chosen.

ARTICLE V, Section 6 - ARTICLE V, Section 7

**Section 6 - Teacher Protection**

- A. **Teacher Assault:** Any case of an assault on a teacher, or an incident where a student's behavior imposes a physical threat to a teacher's safety, shall be promptly reported to the District Director. The District Director will render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authority.
- B. **Teacher Protection:** If any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the District will provide assistance to the teacher.
- C. **Physical Safety:** Teachers will not be required to endanger anyone's physical safety. The District shall make reasonable provisions for the safety and health of teachers while in the course of their employment. If the teacher is aware of any unsafe conditions or that anyone's physical safety is endangered, it is the responsibility of the teacher to report such conditions to his/her immediate supervisor.
- D. The District shall make available to each bargaining unit teacher a lockable office, or a lockable desk, or a lockable file.

**Section 7 - Substitute Teaching**

- A. Reasonable effort will be made to relieve teachers from substitute teaching duties. In the event such effort is unsuccessful, teachers may be assigned by the administration for substitute teaching duties. For each hour of substitute teaching, the teacher shall receive \$18.69 per hour as compensation for said substitute teaching.
- B. In no case shall a teacher be required to substitute for another on a long-term basis. A long-term basis shall be defined as any period exceeding two work weeks.
- C. Substitute teaching shall be defined as teaching wherein a staff member is required to take over another teacher's class or classroom due to the absence of the regular teacher.

ARTICLE V, Section 8A - ARTICLE V, Section 8C

Section 8 - Work Week and Work Day

- A. Teachers shall be required to be available for thirty-five hours per week. Teachers shall be assigned their classes within a span of seven and one-half (7-1/2) consecutive hours per day, unless the teacher consents to non-consecutive hours. During that time an open campus shall apply. Open campus shall be defined as the meeting of all classroom responsibilities; the scheduling of a maximum of five (5) office hours per week on no fewer than three (3) days; the attendance at all called school meetings (institutional, divisional, department, advisory); and the attendance on campus on all non-instructional days, with other times on campus being at the discretion of the instructor.
- B. The work day for the teacher may start as early as 7 a.m. and end as late as 10:00 p.m. The work week shall consist of no more than five (5) consecutive days, Monday through Saturday, unless the teacher consents to non-consecutive days. It is further agreed that the exceptions to the five (5) consecutive work days may be made for newly established programs begun after signing this Agreement. It is also understood that the five (5) consecutive work day schedule shall not apply to aviation teachers.
- C. Librarians, Developer and Financial Aid employees: The work day for librarians, developer and Financial Aid employees shall be eight consecutive hours per day, including one-half hour lunch, from 7 a.m. to 5 p.m.

Counselors and Advisors: The work day for counselors and advisors shall be eight (8) consecutive hours per day, including one-half hour for lunch, from 7 a.m. to 6 p.m., except that employees may be assigned until 8 p.m. (or later by mutual agreement) one night per week during the assigned work year. Such assignment shall be made for a semester period of time prior to the start of the semester, except that employees may be assigned once a semester has begun with mutual agreement between the employee and supervisor. Volunteers will be assigned to this evening work first, with the choice of specific night determined by seniority. If there are more volunteers than needed, the assignments will be made by seniority, recognizing departmental needs. If there are not enough volunteers, assignments will be made by inverse seniority on a rotating basis, recognizing departmental needs. Additional nights per week may be assigned with the consent of the employee. For any hours worked outside of the normal work schedule at the employee's option, the employee shall receive compensatory hours at a one to one rate, or paid an hourly rate on the special employment salary schedule in the appendices of the master agreement.

**ARTICLE V, Section 8D - ARTICLE V, Section 8H**

- D. No teacher in the system will be assigned more than four (4) consecutive student contact hours of lecture-discussion classes or five (5) consecutive student contact hours of lab or shop unless other arrangements are mutually agreed upon between the teacher and the administration.
- E. Teachers shall have a minimum of 12 consecutive clock hours of unscheduled (free) time between the scheduled end of their last class and the beginning of their first scheduled class of the following day, unless the teacher consents to less than the 12 hours.
- F. All District teachers shall be entitled to first choice of available extra class work assignments which occur during the negotiated calendar work year (or during the employee's work year for their position as specified in ARTICLE VII, Section 1 for those teachers accreted into the unit under W.E.R.C. Decision No. 19362-B), which shall be compensated in accordance with the hourly special employment salary schedules attached as appendices. If there are more qualified teachers than assignments available, assignments will be made on a rotating basis, by semester.
- G. Teachers may submit a notice of preference for day or evening courses/work to their coordinator. Qualified employees who have a preference to be assigned to day or evening courses/work shall be scheduled such courses/work based on seniority. If day or evening courses/work remain unfilled, then the least senior qualified employee may be assigned to the courses/work.

If work is available to meet the employee's preference time (day or evening) and he/she is required to work outside of that preference time, the employee shall have the right to take the available work within his/her preference time as an overload before it is assigned to call staff. Teachers assigned to this type of an extended work day schedule shall be assigned to no more than 2 nights (7 p.m. - 10 p.m.) per week, unless the teacher consents to additional nights. No employee shall be required to work evening courses/work under this provision, if he/she has involuntarily done so in the previous semester. This paragraph shall not apply to ABE Learning Center and Adult High School teachers).

- H. A committee consisting of no more than three (3) Union and no more than three (3) District representatives shall review all scheduling practices and complaints and make recommendations, including review of unitized courses and alternative delivery.

ARTICLE V, Section 9 - ARTICLE V, Section 10

**Section 9 - Teaching Assignments**

- A. The County Director-Educational Services, the supervisor, coordinator and/or the head of the department, shall be responsible for the teaching assignments for all teachers under their supervision.
- B. Teachers may express in writing preferences in teaching assignments. Such requests are to be submitted at least two months prior to the end of the preceding semester for which the course is requested.
- C. No teachers shall be required to teach assignments other than those for which he/she is qualified according to state certification standards (either standard or provisionally certified or possess necessary qualifications for a standard or provisional certificate). Teachers shall be sent a copy of their schedule at least thirty (30) days prior to the semester for which the schedule is made. Except for teachers in positions that were added to the unit through W.E.R.C. Decision No. 19362-B shall be sent a copy of their schedule at least two (2) weeks prior to the semester for which the schedule is made.
- D. ... assigning teaching duties, first consideration shall be given to the primary competence of the teacher and to his/her experience in other fields as a teacher. Other considerations in making assignments include: program requirements, student needs, availability of teachers, teacher interest, times of course, location of course, past courses taught by the teacher.

**Section 10 - Workload**

All teaching and work assignments shall be made so that work will be nearly equal as is consistent with enrollment and program needs.

Teachers whose duties are primarily instructional in nature shall meet class groups as set forth below and in addition, perform such other professional duties outside of working hours as have been customarily performed by Gateway teachers.



**ARTICLE V, Section 10, Continued**

The teachers' weekly class loads shall be:

<b>WORK TYPE</b>		<b>HOURS PER WEEK</b>
Lecture-Discussion	(a)	17
Laboratory-Shop	(a)	22
Clinical Experience (ADN, PN)	(a)	23
Individual Study, Clinical Experience, etc.	(b)	25
Special Assignment	(c)	35
Flight Instruction	(d)	450
		hours per semester
Adult High School and Academic Preparation	(e)	20**
Academic Development Tutoring Center, ABE Instruction		30*
Special Needs Instruction	(g)	

\* 30 hours effective with the 1985-86 school year.  
(50% = 15 hours)

\*\* Effective with the 1985-86 school year.  
(50% = 10 hours)

- (a) This would be determined by classification of a course as given on the official curriculum sheet for each program, i.e., (3-0) Lec., (0-4) Lab.
- (b) This includes those learning situations such as clinical experience (except practical nursing and associate degree nursing), opportunity center, and such designated assignments where teachers work with ten or fewer students.
- (c) Special Assignments are non-instructional duties performed by an instructor for the improvement, enhancement, and promotion of the educational program. Deans may designate faculty members as Lead Instructors to help with class scheduling, course assignments, and workload verification. The Lead Instructor assignment shall be no more than six (6) hours per week, calculated from the Special Assignment column of Appendix A, unless the instructor agrees in writing to more than six (6) hours. Lead Instructor responsibilities beyond one (1) calendar year shall be approved on a yearly basis by the committee specified in ARTICLE V, Section 8H.

ARTICLE V, Section 10, Continued

Special Assignments (other than curriculum and/or research) that exceed 50% of a workload per semester and that exceed two consecutive semesters will be mutually agreed upon between the instructor and the District.

- (d) If a teacher has a minimum of 150 dual flight hours per semester, the underload provisions of the work load formula will not apply. The maximum hours of dual flight shall be 200 hours per semester.
- (e) Adult High School and Academic Preparation classes.
- (f) ADN, LPN, NA and OR instructors assigned clinical experience will receive a 13% credit on the clinical experience column for clinical experience.
- (g) Academic Development Tutoring Center, ABE instruction, Special Needs instruction.

When a teacher has more than one work type, the work load table attached as Appendix "A" will be used to determine work load. If a teacher works in more than one area, the workloads in each area will be added together to determine the total work load.

Team Teaching: When teachers are in a team teaching situation, lecture-discussion and laboratory-shop, an hour taught will count as:

- .67 in a two teacher team;
- .50 in a three teacher team;
- .33 in a four teacher team;

of what they would count in a non-team teaching situation. This paragraph shall not apply to Academic Development Tutoring Center, ABE instruction, or Special Needs instruction.

To provide flexibility to teachers and administration, a normal work load will be 95-105 percentage range per semester, 190-210 range per year (any fraction of an hour will be rounded off to the nearest hour).

If the condition of an overload or underload is unavoidable for a semester or year, adjustments will be made through the following sequential order:

**ARTICLE V, Section 10, Concluded - ARTICLE V, Section 11A**

- A. A compensating underload-overload the following semester or a special assignment to the teacher, if possible. (The compensating overload would not exceed 130% per semester.)
- B. Evening or Saturday assignment, if possible.
- C. A proportionate reduction in pay if the teacher does not wish to take an evening or Saturday assignment, or an increase in pay will be made, (under 190, over 210) if the above alternatives are not possible.

Four different preparations per term shall be considered maximum; for each additional preparation, the teacher will be credited with three laboratory shop hours. (Except apprenticeship classes where areas of instruction are considered preps. For example: math for plumbers, math for pipe fitters, math for painters and decorators would all be considered as one preparation.) This paragraph shall not apply to Academic Development Tutoring Center, ABE instruction, or Special Needs instruction.

Travel time allocated to teachers (Kenosha to Racine-1/2 hour; Kenosha or Racine to Elkhorn-1 hour) traveling between campuses for time actually traveled by the teacher, will be divided by two and this time will be credited as laboratory-shop work type. Example: Teacher travels four hours per week, he/she would be credited with two hours of laboratory-shop time.

An hour for work load purposes normally consists of a fifty-five (55) minute session of contact or instruction with students with five (5) minute break; however, this definition does not preclude the District from utilizing varying lengths of periods for educational purposes if deemed necessary by the District Director. The above definition also does not preclude other deviations from the five (5) minute break format. This definition also does not apply to individual instruction, clinical areas, special assignments and the like.

**Section 11 - Evaluation Procedure**

The primary purpose of evaluation is to improve instruction and/or delivery of service to students.

- A. All monitoring or observation of work performance of a teacher shall be conducted openly and fairly with his/her full knowledge. A teacher shall be given notice that such observation may be conducted in an eight (8) working day period of time.

**ARTICLE V, Section 11B - ARTICLE V, Section 13**

- B. Teachers shall be given a copy of an evaluation report prepared by their supervisors and shall have the right to discuss such a report with their supervisors.**
- C. The teacher shall have the right to answer any material filed and his/her answer attached to the file copy.**
- D. Any notification of unsatisfactory performance shall include a written notice.**

**Section 12 - Teacher Files**

- A. A copy of any material placed in a teacher's file shall be sent to the teacher immediately. The material shall include the name of the person originating it.**
- B. A teacher shall have the right to answer any material placed in the file and said answer shall be attached to the related material in the file.**
- C. The official single file shall be kept in the District Employee Relations Office. Upon request, the teacher shall have the right to see any material placed in the file. The teacher may have copies of material reproduced at his/her own expense. Association representatives may examine individual files upon written authorization from the teacher involved.**
- D. Records of grievance filed shall not be placed in the teacher's file.**
- E. The teacher shall be permitted to place in his/her file any material which he/she feels is pertinent to his/her professional career, performance, and qualifications.**

**Section 13 - Emergency Closing**

- A. The closing of school by the District Director because of an emergency or inclement weather shall be by campus location. An announcement of a morning closing will be made between 6 a.m. and 7 a.m.**
- B. Teachers, to whom the negotiated calendar applies, shall report for scheduled makeup day(s) according to the calendar. Additional days and makeup days for campus closing shall also be determined by the calendar. The scheduled in-service day(s) will become the last makeup day(s). Teachers not reporting for scheduled makeup day(s) shall suffer a loss of pay.**

**ARTICLE V, Section 14 - ARTICLE VI, Section 1B1**

**Section 14 - Resignation**

The Board may collect liquidated damages, in its discretion, as set forth herein:

- A. Resignation with fewer than thirty (30) days advance written notice - \$400.00.
- B. Resignation with thirty (30) through fifty-nine (59) days advance written notice - \$200.00.

This amount shall be deemed the cost of liquidated damages to the Board following the breach of the individual contract.

**ARTICLE VI**

**LEAVES OF ABSENCE**

**Section 1 - Sick Leave**

- A. Every employee shall be entitled to sick leave pay, sick leave being accumulated to one hundred ten (110) days at the rate of twelve (12) days per year. The twelve (12) days per year shall be granted at the onset of the school year, but in the event an employee does not fulfill his/her contract with the Board, the portion of sick leave which was granted in excess of 1.2 days per month ratio will be adjusted on the fiscal salary payment.
- B. Any employee on the work force on July 1, 1972, who had accumulated more than one hundred ten (110) days of sick leave on that date shall have his/her number of accumulated sick days as of that date reduced as a result of this Agreement. Use of sick leave for any employee shall be through the following method:
  - 1. The number of sick days accumulated prior to July 1, 1972 in excess of one hundred ten (110) days, if any, shall be placed in a "reserve sick leave account" for that employee.

**ARTICLE VI, Section 1B2 - ARTICLE VI, Section 1G**

2. In the event the twelve (12) days of sick leave for any one year are exhausted during that year, further use of sick leave during that year shall be subtracted from the "reserve sick leave account" credited to the employee, or his/her regular sick leave account at the discretion of the employee.
- C. In addition to the use of this leave for personal illness, an employee may use this leave for critical illness in the immediate family (husband, wife, mother, father, sister, brother, son or daughter, and any person to whom the employee stood in the mutually acknowledged relation of parent or child). Critical illness includes taking a member of the family to a hospital or making arrangements for care in a sudden illness, but does not include cases where an employee would serve as a nurse or caretaker or to provide for the operation of the family for more than two (2) days.
- D. Sick leave does not accumulate during an unpaid leave of absence.
- E. The responsibility for claiming sick leave shall rest on the employee, who within three (3) days of return to work, shall submit to the appropriate Assistant Director the proper form bearing the signature of the employee stating that the absence was due to personal illness or critical illness in the immediate family.
- F. Upon request, the District may require a physician's statement certifying that the employee is capable or incapable of renewing normal teaching duties, if the illness lasted three school days or more. If the employee has been under a physician's care, he/she shall provide the medical report; if the employee has not been under such medical care, the District shall pay for the necessary medical examination. The employee shall suffer no loss of pay or sick leave because of scheduling delays of the medical examination requested by the Board.
- G. Employees shall be given a written accounting of their total accumulated sick leave on their respective by-weekly earnings statements.

**ARTICLE VI, Section 2 - ARTICLE VI, Section 3B1**

**Section 2 - Bereavement Leave**

- A. A maximum of up to five (5) school days per occurrence shall be allowed in case of necessary absence to make arrangements or attend a funeral of a member of the employee's immediate family (spouse, child, sister, brother, parent or parent-in-law, and any person to whom the employee stands in the mutually acknowledged relation of the parent or child).
- B. A maximum of up to two (2) school days per occurrence shall be allowed in case of necessary absence to make arrangements or attend a funeral of a close relative (grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law).
- C. Additional days or days for occurrences not defined above may be granted at the discretion of the District Director.
- D. Bereavement leave shall not be deducted from sick leave.

**Section 3 - Other Leaves**

**A. Personal Leave**

- 1. Definition: Personal leave shall be defined as leave taken for personal reasons.
- 2. Allowance: Two (2) days of personal leave with pay shall be granted during the contract year without prior approval. These days, if used, will be deducted from allocated sick days. If not used, these days will accumulate as sick days as per ARTICLE VI, Section 1A.
- 3. Notification: Whenever possible, Employees shall submit a notice to his/her supervisor ten (10) calendar days in advance of the personal day(s).

**B. Professional Leave**

- 1. Definition - Professional leave shall be defined as leave granted for attendance at conferences, conventions, (including WEAC Conventions), workshops, institutes, school visitations, and other similar meetings which are related directly to the improvement of the teachers and their department or division.

**ARTICLE VI, Section 3B2 - ARTICLE VI, Section 4A**

2. Allowance - Four (4) days of professional leave shall be granted during the work year with approval of the immediate supervisor. For school year employees, professional leave may not be taken during the separate summer school employment, unless otherwise approved by and at the sole discretion of the employee's immediate supervisor.
3. 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 respond within five (5) days. Provided the purpose of the leave qualifies under subparagraph (1) above, the request shall be approved.
4. Classroom Arrangements - Teachers going on professional leave shall provide a plan for the continuity of their instructional program.
5. Reports - Employees granted professional leave shall share their experiences, in writing on District forms with the Director of Employee Relations at the earliest possible times following the leave.
6. WVA Convention - Payment for expenses, not to exceed the dollar limits set forth below, shall be provided for costs incurred while attending the WVA Convention. Such expenses include registration fees, prorated travel and meals: \$60.00 per school year.
7. Additional Professional Leave - A teacher may, at the discretion of the Director of Educational Services, be granted additional professional leave for the purpose of attending professional conferences, workshops, institutes, visitation and other meetings related to the teacher's work or discipline.

**Section 4 - Sabbatical Leave**

Whenever a teacher desires leave to continue his/her professional studies and improve himself/herself as a teacher, he/ she may be granted a sabbatical leave at the discretion of the Board under the following conditions:

- A. Teachers shall be eligible for sabbatical leave after six (6) years of continuous service in the District.



**ARTICLE VI, Section 4B - ARTICLE VI, Section 4E**

- B. Requests for sabbatical leave shall be made one (1) semester in advance, in writing, stating the program the teacher plans to pursue while on leave. Under extenuating circumstances, the notice requirement may be waived by the District Director.
- C. The number of sabbatical leaves granted each year shall not exceed four (4) employees per year. In granting sabbatical leaves, the criteria considered will include:
1. Needs of the District.
  2. Reasonable distribution of applicants within the District.
  3. Merit of reasons for desiring leave.
  4. Previous leaves, if any.
  5. Years of teaching experience.
- D. The teacher accepting payment for sabbatical leave is obligated to return to the service of the District for twice the sabbatical leave granted and is obligated to return the full amount of compensation received if this condition is not fulfilled. The teacher will sign a note for the amount of compensation to be received, interest free, said note to be cancelled at the end of the service required according to this policy or at the death of the maker or upon his/her becoming permanently incapacitated or disabled.
- E. The teacher shall transmit to the District Director within thirty (30) calendar days a written initial report of the sabbatical program and shall thereafter inform the District in writing of his/her continuance of the program on a monthly basis. The sabbatical program may not be reduced voluntarily without the District Director's approval once it is approved by the Employer.

At the conclusion of the sabbatical, the teacher shall submit a final written report of the manner in which such leave has been spent, accompanied by official evidence of credits taken. The initial report and the final report shall be approximately 100 to 250 words in length. It shall be the responsibility of the teacher to notify the Director by February 1 if return to duties by September can be expected or by October 1 if return to duties by the beginning of the second semester can be expected.

ARTICLE VI, Section 4F - ARTICLE VI, Section 5A

- F. The salary for an applicant on sabbatical leave shall be six-tenths (6/10) of his/her contract salary based upon the actual contract salary of the year of the sabbatical leave or a pro ration for the period of sabbatical if less than one (1) year. Payment shall be made to the applicant in accordance with payroll procedures as they apply to teachers. An employee on sabbatical leave shall retain membership in the retirement system, insurance benefit, and accrue sick leave as other employees.

The individual on sabbatical leave may accept employment while on leave if all the provisions of this policy are met.

- G. If an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, the District Director shall report this fact to the Board; and the Board may terminate the leave of absence as of the date of the abuse after giving the employee an opportunity to be heard. Agreement to abide by the provisions of sabbatical leave is confirmed by the employee's signature and the signature of a witness and the date.
- H. In the event a teacher has a specific grant which will afford him/her some additional financial aid, the Board and the Association agree to adjust the sabbatical payment so that sabbatical payment and the grant do not constitute more than one hundred percent (100%) of the teacher's salary.
- I. Any teacher who is granted a sabbatical leave of absence must understand that while the Board will consider his/her wishes in the matter of reassignment, the Board reserves the right to reassign the teacher to a teaching position within his/her field of certification and is not obligated to return the teacher to his/her former assignment program.

Section 5 - Jury Duty

- A. Teachers who are called to jury duty shall receive full salary during the period of their absence for actual jury duty, provided that the teacher shall remit to the Board an amount equal to the compensation paid to the teacher for such jury services no later than the close of the pay period following receipt of such compensation; and the teacher shall also attach the summons for jury duty to the payroll time sheet. Teachers shall notify the administration immediately upon receipt of the summons for jury duty.

**ARTICLE VI, Section 5B - ARTICLE VI, Section 6**

- B. In computing the compensation for the teacher, such items as subsistence, travel, or other expense allowance paid by the court shall not be included in determining pay received from the court. In addition, such jury duty time shall not be deducted from sick leave accumulation or other leave time.

**Section 6 - Military Leave**

- A. Employees who enlist, are drafted, or are recalled to extended active military service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Agreement.
- B. Employees shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; the employee's absence shall not be construed as a break in service for any purpose.
- C. Employees who are members of a reserve component of the armed forces or who are members of the National Guard and who are required to enter into active training duty or are required to accept special service during scheduled working days shall be granted a paid military leave of absence and shall be paid the difference between the amount of base pay they receive from the federal or state government for such duty and their regular earnings, calculated on the basis of their normal daily or weekly salary. Reimbursement for expenses (subsistence, rental, travel) shall not be included in determining pay received from the government. In order to be reimbursed, the employee shall provide a written directive from appropriate military officers stating that it is impossible to serve this duty during the summer or other times when school is not in session. Such leave shall not exceed four (4) weeks per year.
- D. When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the Director of Employee Relations and shall be approved by the District Director or his/her designee.
- E. Any employee required by an involuntary call to report for an induction physical examination shall be excused with pay for such examination. Such absence shall not be deducted from accumulative sick leave.

**ARTICLE VI, Section 7A - ARTICLE VI, Section 7B**

**Section 7 - Unpaid Leaves of Absence**

- A. A teacher may, at the discretion of the Board, be granted a leave of absence without pay of up to two (2) years for the following reasons:**
- 1. Prolonged illness or disability due to injury (includes members of the immediate family).**
  - 2. Advanced study.**
  - 3. Exchange teaching.**
  - 4. Service in professional organizations.**
  - 5. Seeking or holding public (elected or appointed) office.**
  - 6. Extended maternity leave for child rearing.**
  - 7. Seeking and holding an elected office within the Union holding a majority status as bargaining agent. (The term Union, as used herein, refers to the bargaining agent and its affiliated units.)**
- B. A teacher may, at the discretion of the Board, be granted a leave of absence without pay for one (1) year for an occupational leave to acquire experience and knowledge of his/her field of study as an employee in private or public employment, subject to the following conditions:**
- 1. The occupational leave must relate to the area of the teacher's certification and/or must relate to the subject area the teacher is normally required to teach.**
  - 2. The teacher must submit in writing a statement to the District Director as to the educational value of the occupational leave which he/she is seeking.**
  - 3. A teacher who has been granted an occupational leave must, by February 1 of the year in which he/she wishes to return to a teaching position within the District, notify the Director of his/her intention to do so. Failure to submit such notification by February 1 of the year of the occupational leave shall be deemed a resignation of the teacher's position with the District.**

**ARTICLE VI, Section 7C - ARTICLE VI, Section 8A**

- C. Requests for unpaid leaves of absence shall be submitted in writing to the District Director as soon as the need for leave is known but, in any event, no later than one hundred (100) calendar days prior to the date it is desired the leave be granted. Under extenuating circumstances, the one hundred (100) day notification period may be waived by the District Director for Section 7A1: "Prolonged illness or disability due to injury (includes members of the immediate family)," and Section 7A5: "Seeking or holding public (elected or appointed) office." The one hundred (100) calendar day notification period shall apply in all other instances. The District Director will interview any person submitting such a request and report information concerning the request in the form of a recommendation to the Board.**
- D. If the unpaid leave of absence is approved, the teacher will be so notified in writing by the Board. Upon return from such a leave, the teacher will be assigned to his/her field of certification provided the teacher provides a physician's statement of satisfactory health if such a statement is requested by the Board.**
- E. In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, such request must be accompanied by a physician's certificate identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue, and substantiating every three (3) months the need for continuing the leave. If the Board so desires, the teacher on leave shall be examined by a physician selected by the Board. The cost of this physical exam, required by the Board and not covered by insurance, shall be paid by the Board.**
- F. Additional leave time may be granted by mutual consent of the teacher and the Board. A teacher on an unpaid leave of absence shall, if he/she so desires, be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.**

**Section 8 - Maternity Leave**

- A. So long as State and Federal law require it, teachers disabled due to maternity reasons shall be allowed to use accumulated sick leave during the period between the date the teacher's doctor certifies that such teacher is incapable of performing normal teaching duties and the date the teacher's doctor certifies that the teacher is capable of renewing normal teaching duties. The District Director may require an additional**

**ARTICLE VI, Section 8A - ARTICLE VII, Section 1B**

certificate from a physician of the Board's choosing certifying that an employee on sick leave is medically unable to perform her normal teaching duties, in the event of an abnormal absence of greater than six (6) calendar weeks. The cost of this additional certificate by a physician of the Board's own choosing not covered by insurance shall be paid by the Board. Sick leave benefits under this paragraph shall be paid to the teacher only for the actual service days and/or working days missed.

- B. It is agreed between the parties that all disagreements with respect to the appropriate State or Federal law applicable to this section shall be processed through the appropriate State or Federal agency rather than under Article IV - Grievance Procedure of this Agreement.

**Section 9 - Rules Governing Leaves of Absence**

- A. All teachers on leave shall retain and continue to accrue seniority rights.
- B. The Board shall continue to pay all benefits to any teacher on paid leave.
- C. The Board shall allow the teacher to continue to pay all benefits which accrue while he/she is on leave without pay, unless prohibited by Wisconsin Statutes or by the agency or company involved.
- D. An employee on an unpaid leave of absence shall retain employment status as accrued relating to salary placement.

**ARTICLE VII**

**CALENDAR**

**Section 1 - Calendar**

- A. Calendar for 1989-90 (Appendix B)
- B. Calendar for 1990-91 (Appendix C)

**ARTICLE VII, Section 1C - ARTICLE VIII, Section 1**

**C. STUDENT SERVICES DEPARTMENT**

The work year for Student Services employees shall be 240 days, including the eleven (11) paid holidays identified herein and including the days off for Christmas and Easter shutdowns (10 days). Days to be worked will be mutually agreed to between the supervisor and employee. Paid holidays include: New Year's Day, Good Friday, day following Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day, Christmas Eve day, Christmas Day, New Year's Day.

**D. ADULT HIGH SCHOOL/ACADEMIC PREP**

One hundred seventy-five (175) days with seven (7) paid holidays with scheduling at the mutual understanding of the coordinators and individuals for full-time positions, so long as the total number of teaching, convention, and in-service days total the same number as in the negotiated calendar.

**ARTICLE VIII**

**SALARY, BENEFITS AND TEACHER WELFARE**

**Section 1 - Salary Schedules**

- A. 1989-90 Teacher Salary Schedule (Appendix D)
- B. 1990-91 Teacher Salary Schedule (Appendix E)
- C. 1989-90 and 1990-91 Aviation Teaching Assistant Salary Schedules (Appendix F)
- F. 1989-90 Special Employment Salary Schedule (Appendix G)
- G. 1990-91 Special Employment Salary Schedule (Appendix H)

**ARTICLE VIII, Section 2 - ARTICLE VIII, Section 3A**

**Section 2 - Salary Determination**

- A. When a teacher is initially employed, he/she shall be given credit on the appropriate class in accordance with the appropriate academic/work experience preparation.
- B. All employees in the bargaining unit whose contract extends beyond the normal thirty-eight (38) week contract shall have their salary pro rated from the thirty-eight week schedule. All employees in the bargaining unit whose contract extends beyond the employees normal work year as identified in Article VII, Section 1, shall have their salary pro rated from their respective work year.
- C. **Equivalency:**
  - 1. Teachers with a Bachelor's Degree equivalency are those who can qualify under standards as defined by certification requirements of the Wisconsin Board of Vocational, Technical and Adult Education who do not hold recognized academic degrees, but have had at least seven (7) years of apprenticeship/-journeyman experience or other similarly appropriate and acceptable occupational experience as determined by the Director.
  - 2. This equivalency will qualify an individual for an initial listing in educational classification I, Step 3. Individuals qualifying for baccalaureate degree equivalency may move to educational classification III upon completion of 20 credits. Individuals will attain educational classification IV upon completion of an earned Master's Degree. Educational classification IX likewise will be accomplished only upon completion of an earned doctorate.
- D. Accounting teachers shall receive 10 credit hours beyond the BS or MS for the purpose of salary compensation for the Certified Public Accounting rating.

**Section 3 - Salary Reclassification**

- A. Each employee shall file for salary evaluation with the Director of Employee Relations any additions to his/her training that have occurred since the last contract date. Salary adjustments resulting from such changes are to be made retroactive to the beginning of the semester in which the transcript is received by the Director of Employee Relations,



ARTICLE VIII, Section 3A - ARTICLE VIII, Section 3E4

provided that the credits were earned prior to the beginning of said semester. The responsibility for filing official transcripts shall rest with the teacher. All credits to be evaluated shall be on a semester basis.

- B. Credit shall be given for movement horizontally on the salary schedule for Director approved credits completed after a teacher is employed.
- C. Approved courses shall include credits taken for VTAE certification courses, courses included in an approved advanced degree program, and courses relating to the teacher's area of instruction.
- D. All teachers are required to receive prior approval from the Director on such planned programs, courses and experience.
- E. Master Craftsman Classification: The Master Craftsman is intended to recognize the highly specialized technical or trade skills of instructors who do not possess a bachelor's degree and where a bachelor's degree is not readily available.

Entry or placement on the Master Craftsman level is obtained through application to the District Director. A two (2) part application is required. Changes in the course of activities outlined in the application may be made with the approval of the District Director after said course of activities has been approved by the District Director. The criteria for admission to the Master Craftsman Classification level are as follows:

1. Candidate has less than a bachelor's degree.
2. The attainment of a bachelor's degree in the designated technology or trade is not generally appropriate to furthering the skills of the teacher.
3. The teacher possesses skill which is generally demonstrated to exceed that of a journeyman status in a trade recognized by the Division of Apprenticeship and Training of the State of Wisconsin or the teacher holds a diploma, associate degree, or nationally-recognized certificate requiring a year or more to earn.
4. The teacher must complete thirty (30) approved semester credits including the course requirements for a standard five (5) year teacher certificate.

**ARTICLE VIII, Section 3E4 - ARTICLE VIII, Section 4D**

Application for the Master Craftsman Classification may be made at any time. In order to obtain the Master Craftsman Classification, the candidate shall obtain approval for Part I of the G.T.C. Master Craftsman's Application and complete the requirements of Part II of the application. It is the responsibility of the teacher to complete the requirements identified in Part II of the application prior to the approval of a transfer to the Master Craftsman Classification. The approval of credits and the approval of Master Craftsman classification shall be made by the District Director. Movement on the salary schedule through additional credits beyond the Master designation shall proceed during the earning of credits which are approved by the District

Director in advance pursuant to A, B, C and D of this section.

**Section 4 - Special School Employment**

- A. Bargaining unit teachers on a normal 38 week contract who, during the period of that contract, voluntarily accept employment to teach outside their basic 35 hour week employment shall be compensated at the rates attached herewith as appendices.
- B. When courses outside of the full-time contract exist, first consideration by the administration shall be given to full-time bargaining unit teachers who have expressed an interest and who are located in the base school where the course is scheduled.
- C. The factors used by the District in considering the employment of teachers for such positions shall include: the primary competence of the teacher, program requirements, student needs, availability of teachers, teacher interest, times of courses, location of courses, past courses taught by the teacher, past evaluations of the teacher, and seniority.

The positions added to the Association in W.E.R.C. Decision No. 19362-B shall be subject to the following language, instead of the Section 4 language above in Items A and C:

- D. Bargaining unit teachers on a contract for a normal work year for their position as specified in Article VII, Section 1, who during the period of that contract, voluntarily accept employment to teach outside their basic work week employment as identified in Article V, Section 8, shall be compensated at the rates attached hereto as appendices.

**ARTICLE VIII, Section 4E - ARTICLE VIII, Section 6A**

- E. The factors used by the District in considering the employment of teachers for such positions shall include: the certification/certiability of the teacher for the course in question, the primary competence of the teacher, program requirements, student needs, availability of teachers, teacher interest, times of courses, location of courses, past courses taught by teachers, past evaluation of the teacher, and seniority.

The language in Item B in this section above shall apply to those positions accreted to the unit.

**Section 5 - Special Short-term Non-teaching or Teaching Project Assignment**

- A. Teachers employed on a normal 38 week contract who voluntarily accept employment beyond their normal teacher schedule for non-teaching activities such as, but not limited to, instructional equipment maintenance, research, instructional materials or media preparation, curriculum development or revision work, or surveys will be paid at a rate appropriate to the work activity which will be determined by the administration on a project basis.
- B. Teachers employed on a normal 38 week contract who voluntarily accept employment beyond their normal teaching schedule in a special State or Federally approved funded project will receive the flat hourly rate of pay, if specified, in the project contract. If not specified, the rate shall be in accord with appendices. This includes, but is not limited to JTPA, ABE and other such instructional projects.

This provision shall not apply to regular Academic Development employees who are working an extended contract as per ARTICLE VIII, Section 6.

**Section 6 - Summer School**

- A. Summer school assignments will be determined by the administration. A reasonable attempt will be made to offer available positions to the full-time staff. First consideration will be given to the primary competence of the teacher. Other considerations will include program requirements, student needs, availability of teachers, times and locations of the classes, past courses taught by the teacher, and seniority. Summer school teaching is voluntary, except that in programs requiring summer work as a necessary part of the total program (i.e., nursing, production agriculture and farmer training), summer school teaching may be required if sufficient volunteers cannot be obtained.

ARTICLE VIII, Section 6B - ARTICLE VIII, Section 6F

- B. If there are more qualified teachers than positions available, such assignments will be made on a rotating basis, on a class-by-class rotation within the summer, and from one summer to the next.
- C. Salaries for teaching in the summer session shall be pro rated at 1/190 of the annual salary based on the teacher's contract salary of the preceding semester and the percentage of the teaching load being taught, except that the hourly rate referenced in Appendices G and H shall be paid for teaching summer school classes in excess of four (4) credits. However, when a single course exceeds four (4) credits, the pro-rated salary shall apply.

Examples: One 4 credit summer school class - pro rata for all 4 credits.

Two 2 credit summer school classes - pro rata for all 4 credits.

One 3 credit and one 1 credit summer school class - pro-rata for all 4 credits.

One 3 credit and one 2 credit summer school class - pro-rata for 3 credits and hourly for 2 credits.

One 3 credit and one 3 credit summer school class pro-rata for 3 credits and hourly for 3 credits.

One 5 credit summer school class pro-rata for all 5 credits.

- D. July 4th shall be considered a legal paid holiday.
- E. Individual contracts for the summer school session shall be issued separately from the regular school year contract.
- F. The full-time summer school work day shall be seven and one-half (7½) consecutive hours per day including lunch, except that when program needs require it, and when teachers volunteer for the position, the 7½ hours per day need not be consecutive.

**ARTICLE VIII, Section 6G - ARTICLE VIII, Section 8C**

- G. Notification of tentative assignment will be made thirty (30) calendar days prior to the beginning of summer school. However, teachers will receive final summer school assignment based on the criteria outlined in A. above on the Thursday and/or Friday preceding start of the summer school class. Teachers with tentative summer school assignments will meet with the coordinator on those days for final class assignments.
- H. Teachers shall be allowed to use accumulated sick leave.
- I. Memorial Day is a legal holiday for nursing teachers providing they work the day prior to and the day following Memorial Day.

**Section 7 - Physical Examination**

All employees will be required to have a physical examination upon employment, and every six (6) years thereafter, except when State law requires more frequent examinations. The Board will pay up to \$50.00 or the Board approved amount for administrative staff, if greater) toward such examinations, which will be made by a physician of the employee's choice. Notification shall be given to the employee required to submit a physical examination. The District will attempt to provide appropriate forms and notification in a manner that would facilitate summer appointments with physicians.

**Section 8 - Travel Expense and Time**

- A. Where bargaining unit members are authorized to use their personal automobiles for District purposes, they will be reimbursed for such use at the rate of twenty-four (24¢) per mile (or the Board approved rate paid administrative staff, if greater), for mileage actually traveled to any assigned duty station over and above round trip mileage to base campus from dwelling.
- B. Where bargaining unit members are authorized to travel to represent the District, their reasonable expenses will be reimbursed provided a receipt for every expense over \$3.00 is submitted.
- C. Those teachers on a negotiated calendar year contract who conduct classes which require travel outside of their 35 hour work week will be paid for their travel at the rate of eight dollars (\$8.00) per hour or pro rated portion thereof, provided the teacher actually travels the distance.

ARTICLE VIII, Section 8D - ARTICLE VIII, Section 10A

- D. The time allocated for travel time from the teacher's base school (assigned over 50% of work week) to or from the place of assignment is:

0 - 9 miles one way	No payment
10 - 25 miles one way	1/2 hour
26 - 40 miles one way	3/4 hour
41 - 55 miles one way	1 hour
56 - 70 miles one way	1½ hours

**Section 9 - Annuity and Credit Union Deduction**

- A. **Annuity:** Upon receipt of appropriate written authorization signed by the teacher the District will deduct for the tax sheltered annuity through the Wisconsin Teacher Retirement Fund or a private plan. The District need not make such deductions for more than five (5) companies in total for all teachers.

Deduction will be made twice a month. The amount of deduction will be established at the time of enrollment.

- B. **Credit Union Deduction:** Bargaining unit teachers who are members of a credit union may arrange for payroll deduction for payment to their credit union. Anniversary days for such deductions shall be January 31 and September 30 of each year.
- C. **Hold Harmless:** The Association shall indemnify the Board and its agents and hold them harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken the Board or its agents for the purpose of complying with this provision.

**Section 10 - Benefits**

- A. **Hospital and Medical Insurance:** The group hospital-medical insurance plan (\$200 diagnostic, coverage of 365 days hospital stay and \$500,000 major medical with \$100 deductible), or the equivalent, shall be continued to full-time employees and the Board shall pay up to \$77.01 per month (100% of the 1989-90 and 1990-91 premium) or \$924.12 annually of the coverage for those employees whose requirement is the single individual, and up to \$199.92 per month (100% of the 1989-90 and 1990-91 premium) or \$2,399.04 annually of the coverage for those employees whose requirement is family coverage.

**ARTICLE VIII, Section 10B - ARTICLE VIII, Section 10F**

- B. **Life Insurance:** The Board will pay one hundred per cent (100%) of the premium of a State Life Insurance policy as presently constituted by law, for each teacher.
- C. **Liability Insurance:** Present amounts of liability coverage for teachers' tort liability, paid for by the Board, shall be continued.
- D. **Disability Insurance:** The District will provide long term disability insurance benefits to all teachers comparable to the benefits now provided in policy #LSC60203 for the schedule amount of 90% of gross salary. The payment limit including benefits paid under the Social Security Act shall be 90%.
- E. **Dental Insurance:** The District will pay full premium for dental health benefits comparable to benefit now provided in policy #R372.

If, at any time, Health Maintenance Organization becomes effective and provides dental care for the bargaining unit teachers, the total monthly dental insurance premiums shall not exceed the \$12.82 for those employees whose requirement is the single individual, and \$36.04 for those employees whose requirement is family coverage.

- F. **Worker's Compensation:** Any teacher disabled and absent from work due to an injury compensated by Worker's Compensation shall receive in addition to Worker's Compensation the difference between this payment and his/her regular salary until his/her sick leave is exhausted.

In the event that a teacher has accumulated fewer than the minimum number of sick leave days necessary in order for the Long Term Disability Plan to take effect, the Board will pay the difference between Worker's Compensation benefits and the teacher's full salary between the time when accumulated sick leave is exhausted and the Long Term Disability Plan takes effect.

When a teacher under this provision returns to work, he/she will immediately be credited with the number of accumulated sick leave days credited to him/her prior to the periods of disability, up to a maximum of fifty (50) days.

In order to be eligible for this, the teacher shall promptly report the injury to the District Director.

ARTICLE VIII, Section 10G - ARTICLE VIII, Section 10Jd

- G. **Retirement:** The Board will pay each employee's six percent (6%) required contribution to the Wisconsin Retirement Fund on total earnings for the calendar year paid through Gateway's payroll system.
- H. **Change of Carriers:** The Board may from time to time change any insurance carrier or carriers as long as substantially equal or better benefits as compared with those benefits in effect on June 30, 1983 are maintained with no increase in premiums. The Board shall provide the Association with policy numbers and specifications of teacher insurance policies.
- I. Clarification of hospital/medical/dental insurance plan where two (2) spouses are District employees, they will have the following choice of plans:
1. One (1) family plan or;
  2. Two (2) single plans

If the spouses effected choose number (1) of the above choices, that is the family plan, the employees shall have the right to choose who will be the insured and who will be the dependent.

- J. **Early Retirement Program:** A bargaining unit employee who requests early retirement benefits under this provision must be a bargaining unit employee who:
- a. Has reached age 60 at the time of retirement but has not reached age 65 by that date.
  - b. Is a bargaining unit employee at the time retirement is requested.
  - c. Has given sixty (60) days advance notice of retirement unless illness or extenuating circumstances cause a need for retirement without notice as requested herein.
  - d. Has fifteen (15) years of service to the District as an employee. An employee with less than fifteen (15) years of service to the District as an employee may retire under this policy and receive the benefits set forth herein provided premium costs are paid by the employee or spouse on an advanced billing basis.



ARTICLE VIII, Section 10J1 - ARTICLE VIII, Section 10J3

1. Medical Benefits

A. Medical Benefits

The employee is eligible to receive the medical insurance provided the group wherein the employee was a member immediately preceding retirement with the premium paid by the employer and the employee on the same basis it was paid during the month immediately preceding the retirement date, through the month during which said employee becomes sixty-five (65) years of age.

If a retired employee dies, his/her spouse may retain the retired employee's medical insurance on the above basis through the month during which the retired employee would have reached age sixty-five (65) had death not occurred.

B. Medicare

In the event a retired employee under this provision becomes eligible for Medicare prior to age sixty-five (65), the Board will pay the cost of the supplemental insurance coverage which, when added to Medicare, is substantially equivalent to the coverage provided the group within which the retired employee functioned immediately prior to retirement.

2. Dental Insurance

Employees who retire under this provision may maintain District dental coverage provided the group wherein such employee was a member immediately preceding retirement by notifying the District in writing and by making full payments to the District on an advance billing basis.

3. Life Insurance

Employees who retire under this provision must maintain their District group term life insurance coverage, making the necessary premium payments to the District on an advance billing basis.

**ARTICLE VIII, Section 11 - ARTICLE IX, Section 2A**

**Section 11 - Bargaining Unit Teachers Working Less than Full-time**

Bargaining unit teachers working with a less than full-time contract shall be classified by educational background and experience for appropriate placement on the salary schedule. Compensation shall be pro rated on a basis proportionate with a regular rate of pay for full-time teachers at that salary. The District shall also pay pro rata portion toward the cost of benefits for such teachers, provided the teacher makes a pro rated contribution towards the cost of the benefits.

**ARTICLE IX**

**RULES GOVERNING THIS AGREEMENT**

**Section 1 - Strike Prohibited**

- A. The Association agrees that neither it nor any of the employees in the bargaining unit will authorize, condone, assist, or support any strike, slowdown or sanction against the District, or withhold in full or in part any services for the term of this Agreement.
- B. In the event of any violation of the preceding clause, the Board may take whatever disciplinary action it deems appropriate, including immediate discharge.
- C. The Board agrees that it will not engage in a lockout for the term of this Agreement.

**Section 2 - General Provisions**

- A. Savings: Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, labor relations board or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement and the parties shall enter into negotiations within a reasonable time for the purpose of arriving at a mutually satisfactory replacement for such questioned article or part thereof.

ARTICLE IX, Section 2B - ARTICLE IX, Section 3

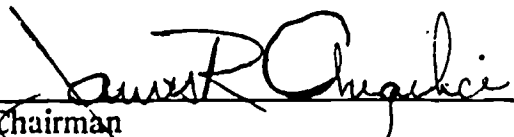
- B. Amendments: This Agreement can be altered during its term only by mutual consent of the parties. Such amendments shall be in writing and subject to the same ratification procedure as this Agreement. The parties to this Agreement have the unlimited right to make proposals on any matter not resolved by law from collective bargaining.
- C. Both parties shall abide by all terms of this Agreement.
- D. Any individual contract between the Board and an individual teachers shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section 3 - Duration and Procedure for Negotiating a Successor Agreement

- A. A two year agreement with an effective date of July 1, 1989 and an expiration date of June 30, 1991. However, any language changes will be effective the date of signing of the Agreement. The only provisions that will be given retroactive effect are: (1) to July 1, 1989 teacher salary schedule, (2) to July 1, 1989 aviation teaching assistant salary schedule, (3) to August 24, 1989 special employment salary schedule.
- B. Negotiations on a successor agreement in accordance with Wisconsin Statutes §111.70 shall begin on or before March 10, 1991.
- C. At negotiation meetings, the Association and District shall each restrict their representation to not more than seven (7) persons.
- D. Negotiation sessions shall be closed to the public unless both parties agree to the contrary.


Dated this 30 day of NOVEMBER, 1989.

FOR THE BOARD:

  
Chairman

  
Secretary

FOR THE ASSOCIATION:

  
President

  
Officer

APPENDIX A

WORKLOAD TYPE CONVERSION TABLE

HOURS	LECT. DISC.	LAB/SHOP	CLIN. EXP. (ADN, LPN NA, OR)	INDIV. INSTR. CLIN. EXP.	ADULT HS ACAD. PREP	TUTOR. CENTER ABE, SPECIAL NEEDS	SPECIAL ASSIGN.
1	6	5	4	4	5	3	3
2	12	9	9	8	10	7	6
3	18	14	13	12	15	10	9
4	24	18	17	16	20	13	11
5	29	23	22	20	25	17	14
6	35	27	26	24	30	20	17
7	41	32	30	28	35	23	20
8	47	36	35	32	40	27	23
9	53	41	39	36	45	30	26
10	59	46	44	40	50	33	29
11	65	50	48	44	55	37	31
12	71	55	52	48	60	40	34
13	77	59	57	52	65	43	37
14	82	64	61	56	70	47	40
15	88	68	65	60	75	50	43
16	94	73	70	64	80	53	46
17	100	77	74	68	85	57	49
18	106	82	78	72	90	60	51
19	112	86	83	76	95	63	54
20	118	91	87	80	100	67	57
21	124	96	91	84	105	70	60
22		100	96	88	110	73	63
23		105	100	92	115	77	66
24		109	104	96	120	80	69
25		114	109	100	125	83	71
26		118	113	104		87	74
27		123	117	108		90	77
28			122	112		93	80
29				116		97	83
30				120		100	86
31							89
32							91
33							94
34							97
35							100

**APPENDIX B**  
**GATEWAY TECHNICAL COLLEGE**  
**ACADEMIC CALENDAR - 1989 - 1990**

<u>AUGUST</u>					TD	IS	H
<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>			
21	22	23	*24	*25		2	
28	29	30	31		4		
<u>SEPTEMBER</u>							
				1	1		
(4)	5	6	7	8	4		1
11	12	13	14	15	5		
18	19	20	21	22	5		
25	26	27	28	29	5		
<u>OCTOBER</u>							
2	3	4	5	6	5		
9	10	11	12	13	5		
16	17	18	19	20	5		
23	24	25	26	27	5		
30	31				2		
<u>NOVEMBER</u>							
		1	2	3	3		
6	7	8	9	10	5		
13	14	15	16	17	5		
20	21	22	(23)	(24)	3		2
27	28	29	30		4		
<u>DECEMBER</u>							
				1	1		
4	5	6	7	8	5		
11	12	13	14	15	5		
18	19	20	21	22	4		
(25)	26	27	28	29			1
<hr/>					81	2	4

<u>JANUARY</u>					TD	IS	H
<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>			
(1)	2	3	4	5			1
8	9	10	*11	*12		2	
15	16	17	18	19	5		
22	23	24	25	26	5		
29	30	31			3		
<u>FEBRUARY</u>							
			1	2	2		
5	6	7	8	9	5		
12	13	14	15	16	5		
19	20	21	22	23	5		
26	27	28			3		
<u>MARCH</u>							
			1	2	2		
5	6	7	8	9	5		
12	13	14	15	16	5		
19	20	21	22	23	5		
26	27	28	29	30	5		
<u>APRIL</u>							
2	3	4	5	6	5		
9	10	11	12	(13)	4		1
(16)	17	18	19	20			1
23	24	25	26	27	5		
30					1		
<u>MAY</u>							
	1	2	3	4	4		
7	8	9	10	11	5		
14	15	*16	*17	18	2	2	
21	22	23	24	25			
28	29	30	31				
<hr/>					81	4	3

Non-Contract Days

TEACHING DAYS: 162  
HOLIDAYS (7)  
IN-SERVICE \*6  
TOTAL ..... 175 CONTRACT DAYS



**APPENDIX C**  
**GATEWAY TECHNICAL COLLEGE**  
**ACADEMIC CALENDAR - 1990-1991**

**AUGUST**

M	T	W	TH	F
20	21	22	*23	*24
27	28	29	30	31

**SEPTEMBER**

(3)	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

**OCTOBER**

		3	4	5
			11	12
			18	19
22		24	25	26
29	30	31		

**NOVEMBER**

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	(22)	(23)
26	27	28	29	30

**DECEMBER**

3	4	5	6	7
10	11	12	13	14
17	18	19	20	*21
24	(25)	26	27	28
31				

**JANUARY**

M	T	W	TH	F
	(1)	2	3	4
7	8	9	*10	*11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**FEBRUARY**

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

**MARCH**

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	(29)

**APRIL**

(1)	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**MAY**

		1	2	3
6	7	8	9	10
13	14	*15	*16	17
20	21	22	23	24
27	28	29	30	31

TD	IS	H
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5		
5		
5		2
5		
5		
5		
4		
		1
81	2	4

TD	IS	H
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	2	
5		
5		
4		
1		
5		
5		
5		
4		
1		
5		
5		
5		
4		1
		1
5		
5		
5		
2		
3		
5		
2	2	
3		
5		
2	2	
81	4	3

Non-Contract Days

TEACHING DAYS: 162  
HOLIDAYS (7)  
IN-SERVICE \*6  
TOTAL ..... 175 CONTRACT DAYS



**APPENDIX D**

**GATEWAY VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT**

**1989 - 1990 TEACHER SALARY SCHEDULE**

<b>STEP</b>	<b>I BA</b>	<b>II BA+10</b>	<b>III BA+20</b>	<b>IV MA MC</b>	<b>V MA+10 MC+20</b>	<b>VI MA+20 MC+40</b>	<b>VII MA+30 MC+60</b>	<b>VIII MA+40 MC+80</b>	<b>IX PhD</b>
1	23,238	23,744	24,253	25,267	25,776	26,283	26,791	27,297	28,313
2	24,109	24,617	25,123	26,139	26,646	27,153	27,661	28,169	29,185
3	24,979	25,487	25,995	27,009	27,516	28,025	28,532	29,040	30,054
4	25,850	26,358	26,865	27,881	28,388	28,895	29,402	29,910	30,926
5	26,721	27,229	27,735	28,751	29,258	29,767	30,274	30,782	31,796
6	27,591	28,099	28,608	29,622	30,129	30,637	31,143	31,652	32,667
7	28,464	28,969	29,477	30,493	31,000	31,507	32,016	32,522	33,538
8	29,333	29,841	30,349	31,363	31,870	32,379	32,886	33,397	34,409
9	30,204	30,712	31,219	32,235	32,742	33,249	33,756	34,265	35,278
10	31,298	31,582	32,090	33,105	33,612	34,120	34,628	35,134	36,150
11		32,452	32,960	33,975	34,484	34,990	35,498	36,007	37,021
12		33,847	34,113	35,129	35,637	36,143	36,651	37,158	38,174
13			35,527	36,290	36,798	37,303	37,812	38,319	39,334
14				38,009	38,519	39,031	39,543	40,054	41,076

**APPENDIX E**

**GATEWAY VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT**

**1990 - 1991 TEACHER SALARY SCHEDULE**

<b>STEP</b>	<b>I BA</b>	<b>II BA+10</b>	<b>III BA+20</b>	<b>IV MA MC</b>	<b>V MA+10 MC+20</b>	<b>VI MA+20 MC+40</b>	<b>VII MA+30 MC+60</b>	<b>VIII MA+40 MC+80</b>	<b>IX PhD</b>
1	24,283	24,813	25,345	26,404	26,936	27,466	27,996	28,526	29,587
2	25,194	25,725	26,253	27,315	27,846	28,375	28,906	29,437	30,498
3	26,103	26,633	27,165	28,224	28,754	29,286	29,816	30,346	31,407
4	27,013	27,544	28,074	29,135	29,666	30,196	30,725	31,256	32,317
5	27,923	28,454	28,983	30,045	30,575	31,106	31,636	32,167	33,227
6	28,833	29,363	29,895	30,955	31,485	32,016	32,545	33,076	34,137
7	29,745	30,273	30,804	31,865	32,395	32,925	33,456	33,986	35,047
8	30,653	31,184	31,715	32,774	33,305	33,836	34,366	34,900	35,957
9	31,563	32,094	32,624	33,686	34,215	34,745	35,275	35,806	36,866
10	32,941	33,003	33,534	34,594	35,125	35,656	36,186	36,715	37,776
11		33,913	34,444	35,504	36,036	36,564	37,095	37,627	38,687
12		35,624	35,648	36,710	37,240	37,770	38,301	38,830	39,892
13			37,392	37,923	38,453	38,982	39,514	40,043	41,104
14				40,004	40,542	41,080	41,620	42,157	43,232



APPENDIX F

AVIATION TEACHING ASSISTANT SALARY SCHEDULE

ANNUAL SALARY - 52 WEEKS

<u>Step</u>	<u>1989-1990</u>	<u>1990-1991</u>
1	22,480	23,492
2	23,369	24,421
3	24,231	25,321
4	25,147	26,279
5	26,036	27,208
6	27,118	28,542

APPENDIX G

SPECIAL EMPLOYMENT SALARY SCHEDULE

EFFECTIVE FIRST DAY OF SCHOOL - AUGUST 24, 1989

- I. Non-aidable classes, hourly supervision
- II Aidable classes including Academic Development
- III. Associate Degree and Vocational Diploma Classes
- IV. Special rate only to be assigned by Director of Educational Services

	I	II	III	IV
1. Special, in-service, behind-the wheel instruction	14.89			
2. 30 Credits or Craftsman	15.45	19.70	20.84	21.87
3. 60 Credits or Master Tradesman	15.98	19.70	20.84	21.87
4. BA	17.57	19.70	20.84	21.87
5. BA + 10	18.08	19.70	20.84	21.87
6. BA + 20	18.60	19.95	21.21	22.52
7. MA/MC	19.07	20.66	21.85	23.21
8. MA + 10/MC + 20	19.43	20.83	22.19	23.58
9. MA + 20/MC + 40	19.63	21.05	22.46	23.90
10. MA + 30/MC + 60	19.95	21.37	22.79	24.30
11. MA + 40/MC + 80	20.17	21.62	23.09	24.59
12. Ph.D.	20.82	22.34	23.85	25.42

## APPENDIX H

### SPECIAL EMPLOYMENT SALARY SCHEDULE

EFFECTIVE FIRST DAY OF SCHOOL - AUGUST 23, 1990

- I. Non-aidable classes, hourly supervision
- II Aidable classes including Academic Development
- III. Associate Degree and Vocational Diploma Classes
- IV. Special rate only to be assigned by Director of Educational Services

	I	II	III	IV
1. Special, in-service, behind-the wheel instruction	15.56			
2. 30 Credits or Craftsman	16.15	20.59	21.78	22.85
3. 60 Credits or Master Tradesman	16.70	20.59	21.78	22.85
4. BA	18.36	20.59	21.78	22.85
5. BA + 10	18.89	20.59	21.78	22.85
6. BA + 20	19.44	20.85	22.16	23.53
7. MA/MC	19.93	21.59	22.83	24.25
8. MA + 10/MC + 20	20.30	21.77	23.19	24.64
9. MA + 20/MC + 40	20.51	22.00	23.47	24.98
10. MA + 30/MC + 60	20.85	22.33	23.82	25.39
11. MA + 40/MC + 80	21.08	22.59	24.13	25.70
12. Ph.D.	21.91	23.51	25.10	26.75

APPENDIX I

STIPULATION OF AGREEMENT

Side Bar - With regard to the current G.T.E.A. Unit and any separate unit which may be created as a result of the election stipulated in August, 1984:

- 1) The parties agree that all employees working 50% or more in bargaining unit positions are members of the bargaining unit;
- 2) The administration agrees that, consistent with administrative feasibility, the District will not structure positions so as to avoid membership in the bargaining unit;
- 3) The members of the bargaining unit who supervise work by others will not refuse to perform such supervision by virtue of their membership in the bargaining unit.

FOR THE DISTRICT

*[Signature]*

Mark Z. Olson

8-16-84  
Date

FOR THE G.T.E.A.

M. Wahid H. Qureshi

*[Signature]*

8-16-1984  
Date

CK - M 10  
11/20/85 or RAS  
55 11/20/85

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