

STATE OF WISCONSIN

CIRCUIT COURT

13CV0004154  
MILWAUKEE COUNTY

VICTORIA MARONE  
5502 W. Washington Blvd.  
Milwaukee, WI 53208

HON. TIMOTHY M. WITKOWIAK, BR. 22  
**CIVIL A**

Plaintiff,

Declaratory Judgment

Case Code: 30701

Case No. 13-CV-

v.

MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT,  
700 W. State Street  
Milwaukee, WI 53233

Defendant.



SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is: **Clerk of Circuit Court, Milwaukee County Courthouse, 901 N. 9<sup>th</sup> Street, Milwaukee, WI 53233**, and to Wisconsin Institute for Law & Liberty, Inc., plaintiff's attorney, whose address is: 1139 E. Knapp Street, Milwaukee, WI 53202.

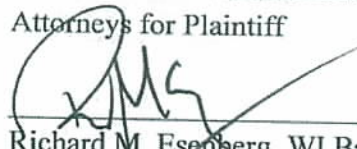
You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien

against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 2<sup>nd</sup> day of May, 2013.

WISCONSIN INSTITUTE FOR LAW & LIBERTY, Inc.  
Attorneys for Plaintiff



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VICTORIA MARONE  
5502 W. Washington Blvd.  
Milwaukee, WI 53208

Plaintiff,

v.

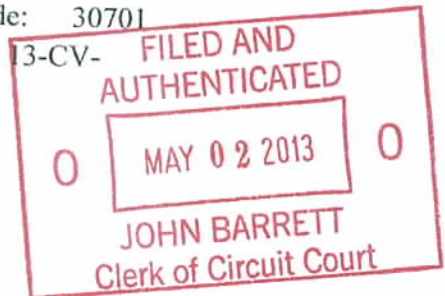
Declaratory Judgment

Case Code: 30701

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MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT,  
700 W. State Street  
Milwaukee, WI 53233

Defendant.



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### COMPLAINT

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Plaintiff, Victoria Marone, by her attorneys, the Wisconsin Institute for Law & Liberty, as and for her Complaint against Defendant, Milwaukee Area Technical College ("MATC"), alleges and shows to the Court as follows:

### INTRODUCTION

1. This is an action for declaratory judgment under Wis. Stat. § 806.04. Plaintiff seeks a declaration that the February 26, 2013, agreement ("Labor Agreement") between Defendant Milwaukee Area Technical College District ("MATC") and its employees' labor union, AFT-Local 212 ("Local 212") is unlawful, invalid and void on the ground that the Labor Agreement: (a) is the product of unlawful collective bargaining in violation of Wis. Stat. § 111.70(4)(mb); and (b) is an unlawful agreement in restraint of trade in violation of Wis. Stat. § 133.03(1). Plaintiff is an employee of MATC and the factors and conditions of her employment other than total base wages purport to be governed by the unlawful Labor Agreement. In the absence of the unlawful Labor Agreement, Plaintiff would be free to individually negotiate the factors and conditions of her employment other than base wages with MATC.



2. Plaintiff seeks a declaration that the Labor Agreement is unlawful, invalid and void and that she and Defendant MATC are therefore free to individually negotiate and agree upon the factors and conditions of her employment other than total base wages.

### **PARTIES**

3. Plaintiff Victoria Marone is currently employed by MATC as a part-time English as a Second Language teacher. Plaintiff has been employed by MATC since 1984. She is a citizen of the State of Wisconsin, residing at 5502 West Washington Boulevard, Milwaukee, WI 53208.

4. Defendant MATC is a technical college that is part of the Wisconsin Technical College System established under Chapter 38 of the Wisconsin Statutes. MATC has campuses in Milwaukee, Mequon, Oak Creek, and West Allis. MATC's Milwaukee campus and its headquarters offices are located at 700 West State Street, Milwaukee, WI 53233.

### **JURISDICTION AND VENUE**

5. This court has jurisdiction pursuant to Wis. Stat. § 806.04 in that: (a) there is a controversy between the parties as to the validity and binding effect of the Labor Agreement; (b) the interests of Plaintiff and Defendant are adverse in that MATC is a party to the Labor Agreement and Plaintiff seeks a declaration that it is unlawful, invalid and void; (c) Plaintiff has a legally protected interest in her right to individually negotiate the factors and conditions of her employment other than total base wages with MATC; and (d) the controversy is ripe for determination in that the MATC Board and Local 212 have entered into the Labor Agreement and the effect of that agreement is to preclude Plaintiff and MATC from individually negotiating and agreeing upon the factors and conditions of her employment by MATC, other than total base wages, during the time period covered by the Labor Agreement.

6. Venue is proper in this Court pursuant to Wis. Stat. § 801.50(2)(a) and (c).

### **FACTS**

#### **Act 10**

7. In 2011, the Wisconsin Legislature enacted sweeping changes to the statutes that govern collective bargaining between public employees and their employers. These changes

included 2011 Act 10 and 2011 Act 32, which amended and modified Act 10. Act 10 became the law in Wisconsin on June 29, 2011; Act 32 on July 1, 2011.

8. Act 32 and Act 10 (together known as "Act 10"), among other things, amended Wis. Stat. § 111.70, the statute that governs collective bargaining between MATC and the union representing its employees. Section 110.70(4)(mb), as amended by Act 10, now prohibits MATC from bargaining collectively with its employees or a union representing its employees with respect to any of the factors or conditions of employment except for total base wages. Base wages do not include overtime, premium pay, merit pay, pay schedules, or automatic pay progression. Wis. Stat. § 111.70(4)(mb).

9. The debate surrounding the introduction, debate and eventual passage of Act 10 ignited a political firestorm within the State of Wisconsin. Public employee unions, and many members of the public, were fierce opponents of any statutory abridgement of the ability of public employee unions to collectively bargain over any and all matters of importance to their members. Debate in the Legislature was rancorous. Legislators fled the Capitol. Madison was the scene of well-attended public demonstrations of both opposition and support for the bill that went on for several months.

#### **The 2011-2014 MATC Contract**

10. While Act 10 (at the time known as the "Budget Repair Bill") was being debated, MATC elected to open negotiations with Local 212 to replace its existing collective bargaining agreements with new contracts, even though the existing agreements did not expire by their terms until June 2011. MATC could have waited to commence any negotiations until Act 10 was enacted into law, thereby eliminating the need to collectively bargain anything other than base wages with the union. Indeed, one member of the MATC Board encouraged the Board to hold off on negotiating a new long term contract to replace an agreement that would not expire for several months until the situation was resolved. It did not do so.

11. On February 16, 2011, MATC entered into a new three year contract with Local 212. The three year contract included numerous provisions favorable to MATC employees that would not have been required or even permitted under Act 10. For example, the new three year contract preserved pension contributions at no cost to employees and guaranteed no layoffs for full time employees.



12. Such provisions – and the collective bargaining that led to the new three year contract - would have been illegal once Act 10 was enacted. As described by the Milwaukee Journal Sentinel, “[t]he new contract, to replace one that expires June 30, will protect faculty and paraprofessionals from the sweeping ramifications of Walker’s proposed budget repair bill. The ratified union contract cannot be overridden by the legislature if Walker’s bill passes.” Karen Herzog, *MATC OKs Contract that Preserves No-cost Pensions*, Milwaukee Journal Sentinel, Feb. 16, 2011, available at <http://www.jsonline.com/news/milwaukee/116370714.html>.

13. In other words, it appeared that the Board had voluntarily entered into a new long term contract that permitted its employees and their union to avoid the collective bargaining reforms that the legislature was about to enact through the Governor’s Budget Repair Bill. The effect of the new contract was that MATC would continue to pay employee-related compensation costs that it could have avoided had it simply waited for Act 10 to become law.

### **Litigation**

14. In the wake of its passage by the Legislature, several lawsuits were filed that challenged the validity of Act 10 on constitutional or other grounds. The U.S. District Court dismissed many of these challenges and, on appeal, the U.S. Court of Appeals for the Seventh Circuit dismissed all challenges to the statute on federal constitutional grounds. *WEAC v. Walker*, 705 F.3d 640 (7<sup>th</sup> Cir., January 18, 2013). But on September 14, 2012, the Dane County Circuit Court held parts of Act 10 to be in violation of the Wisconsin State Constitution. *Madison Teachers, Inc. v. Walker*, No. 11CV3774, Circuit Court for Dane County. MATC and Local 212 were not parties to either the Dane County or the Federal lawsuits. The Dane County Circuit Court decision has been appealed to the Wisconsin Court of Appeals, which has requested that the Wisconsin Supreme Court take the case on certification.

15. In denying the State’s request for a stay of the Dane County Circuit Court decision, the Wisconsin Court of Appeals stated that the lower court’s decision has no precedential value and is not binding outside Dane County, rejecting “out of hand the proposition that the circuit court’s decision has the same effect as a published opinion of [the court of appeals] or the supreme court.” It also stated that “different courts might make different decisions on [whether to follow Judge Colas’ decision].” The Court held that a stay of the Dane County decision was not appropriate because, among other things, the decision did not have

statewide effect. *Madison Teachers, Inc. v. Walker*, 2012AP2067, Wis. Ct. App. Order dated March 12, 2013, \*14.

16. It is well-established as a matter of Wisconsin law that Circuit Court decisions are not binding on anyone other than parties to the lawsuit, as the Court of Appeals stated in its decision on the stay. Thus, Act 10 remains the law in Wisconsin for everyone except the parties in *Madison Teachers*. Neither MATC nor Local 212 are free to disregard the laws of Wisconsin as a result of the Dane County Circuit Court decision in *MTI v. Walker*.

#### **The Unlawful 2014-2015 Labor Agreement**

17. Nevertheless, despite and in violation of Act 10, on November 12, 2012, the MATC District Board (“Board”) voted 5-4 to approve a motion to “enter into negotiations with Local 212 to initiate a successor agreement” to the three year agreements that had been put into place in February, 2011. They did so even though that agreement does not expire by its terms until February 2014. A true and correct copy of the Board minutes for the 11/12/12 meeting is attached as Exhibit A.

18. MATC Board Chairwoman Wilson, who was in the majority, defended her vote by explaining, as quoted in the Milwaukee Journal Sentinel, that “negotiations to me means let’s sit down, let’s talk and let’s come up with what we need to come up with.” Karen Herzog, *MATC Board Agrees to Start Union Bargaining Early*, Milwaukee Journal Sentinel, Nov. 12, 2012, available at <http://www.jsonline.com/news/education/matc-board-agrees-to-start-union-bargaining-early-hc7kd80-179033141.html>. Local 212 Union President Michael Rosen stated: “we’re gratified the board voted to enter negotiations. We are committed to working collaboratively through collective bargaining.” *Id.* Nothing in the published reports indicates that the negotiations between MATC and Local 212 would be limited to total base wages – the only topic as to which Wisconsin law authorizes collective bargaining by MATC and Local 212.

19. On February 26, 2013, the Wisconsin Institute for Law and Liberty (“WILL”) sent a letter to the MATC Board reminding them that Act 10 remains the law in Milwaukee County and that it would be unlawful for MATC to enter into a collective bargaining agreement in violation of Act 10. The letter warned the Board that any attempt to ignore Act 10 would “run the risk of having those contracts declared unlawful.” A true and correct copy of WILL’s letter to MATC is attached as Exhibit B.



20. Nevertheless, on February 26, 2013, the MATC Board voted 5-3 in favor of resolutions approving a "labor agreement between MATC and Local 212, Fulltime Faculty Resolution (BD0015-02-13), Paraprofessionals Resolution (BD0016-02-13) and Part-Time Faculty Resolution (BD0017-02-13)." A true and correct copy of the resolutions is attached as Exhibit C. That agreement is the Labor Agreement that is the subject of this Complaint.

21. The MATC Board Resolutions state that the "Milwaukee Area Technical College District Board has entered into negotiations with Local 212, WFT, and AFL-CIO" and that "Local 212 had ratified the tentative labor agreement on February 25, 2013."

22. The "Summary of the Proposed Labor Agreement," which was distributed to and discussed by District Board members at the February 26, 2013 meeting, shows that the Labor Agreement covers matters that go far beyond what is permitted by Act 10, including wages other than total base wages, employee healthcare contributions, retiree healthcare, pension, sick leave, pay schedules, and requirements for staffing and hiring. A true and correct copy of the "Summary of Proposed Labor Agreement" is attached as Exhibit D.

23. The Labor Agreement runs from February 16, 2014 to February 15, 2015.

### **FIRST CAUSE OF ACTION**

#### **For a Declaration that the Labor Agreement violates Wis. Stat. 110.70(4)(mb)**

24. Plaintiff incorporates the allegations of the previous paragraphs as if fully set forth herein.

25. Wis. Stat. § 66.0508 (1m) provides that "except as provided under subch. IV of ch. 111, no local government unit may collectively bargain with its employees." Local government is defined under Wis. Stat. § 66.0506 as "any city, village, town, county, metropolitan sewerage district . . . or any other political subdivision of the state."

26. MATC is a local government unit for purposes of Wis. Stat. § 66.0508(1m) and Chapter 111. "Technical college districts are 'quasi-municipal corporations' . . . and have long been considered to be municipal employers for purposes of the Municipal Employment Relations Act." Informal Correspondence from Wis. Att'y Gen. to Mr. James Zylstra, I-01-09, 2009 WL 903334 (Wis. A.G. Mar. 19, 2009).

27. Under Wis. Stat. § 111.70(1)(a), collective bargaining is defined as:



The performance of the mutual obligation of a municipal employer, through its officers and agents, and the representative of its municipal employees in a collective bargaining unit, **to meet and confer at reasonable times, in good faith, with the intention of reaching an agreement**, or to resolve questions arising under such an agreement, with respect to wages, hours, and conditions of employment for public safety employees or transit employees and **with respect to wages for general municipal employees** . . . Collective bargaining includes the reduction of any agreement reached to a written and signed document.

(Emphasis added.)

28. Wis. Stat. § 111.70(4)(mb)(1), limits the subject of authorized collective bargaining to wages as therein defined, and prohibits bargaining with respect to any other factors or conditions of employment.

A municipal employer is prohibited from bargaining collectively with a collective bargaining unit containing a general municipal employee with respect to . . . any factor or condition of employment except wages, which includes only total base wages and excludes any other compensation, which includes, but is not limited to, overtime, premium pay, merit pay, performance pay, supplemental compensation, pay schedules, and automatic pay progressions.

29. Taken together, Wis. Stats. §§ 111.70(4)(mb)(1), 111.70(1)(a), and 66.0506 – as modified by Act 10 – prohibit MATC from collectively bargaining with Local 212 on any factors or conditions of employment except total base wages.

30. MATC directly violated these provisions of Wisconsin law. Between November 12, 2012 and February 26, 2013, the Board or its authorized representatives negotiated with Local 212 with the intent of reaching the Labor Agreement. The summary of the Labor Agreement, Exhibit D, indicates that the factors and conditions of employment that were negotiated and agreed to go far beyond what is permitted by Wis. Stat. 110.70(4)(mb) and include wages other than base wages, healthcare contributions, retiree healthcare, pension, sick leave, pay schedules, and requirements for staffing.

31. Wisconsin courts have long held that labor agreements that violate law or public policy are invalid and unenforceable. *Bd. of Ed. of Unified Sch. Dist. No. 1 v. WERC*, 52 Wis. 2d 625, 635 (1971) (“A labor contract term that is violative of public policy or a statute is void as a matter of law.”); *Glendale Prof'l Policemen's Ass'n v. City of Glendale*, 83 Wis. 2d 90, 106, (1978) (“When an irreconcilable conflict exists [between law and a labor agreement], we have

held that the collective bargaining agreement should not be interpreted to authorize a violation of law.”).

32. As a direct result of the unlawful Labor Agreement, MATC is precluded from individually negotiating the factors and conditions of employment with Plaintiff, all in direct violations of Wisconsin law.

33. Pursuant to Wis. Stat. § 806.04, Plaintiff is entitled to a declaration that the Labor Agreement is unlawful, invalid and void.

## **SECOND CAUSE OF ACTION**

### **For a Declaration that the Labor Agreement violates Wis. Stat. § 133.03**

34. Plaintiff incorporates the allegations of the previous paragraphs as if fully set forth herein.

35. Wis. Stat. § 133.03(1) prohibits contracts or agreements in restraint of trade. An agreement that constitutes a concerted refusal to deal is an agreement in restraint of trade, and subject to challenge as a violation of Wisconsin antitrust law as set forth in § 133.03(1).

36. Plaintiff and Defendant are engaged in trade or commerce within the State of Wisconsin. In the ordinary course of such commerce, Plaintiff and MATC would be free to negotiate the factors and conditions of Plaintiff's employment by MATC.

37. The Labor Agreement constitutes an agreement between MATC on the one hand, and Local 212 and its members on the other hand, that MATC will not negotiate the factors and conditions affecting her individual employment with Plaintiff or with any other individual employees of MATC. In the absence of the Labor Agreement, Plaintiff and other employees of MATC would be free to negotiate with MATC as to all of the factors and conditions of their employment except for total base pay.

38. The Labor Agreement provides that MATC must refuse to deal with Plaintiff and other individual employees with respect to the factors and conditions of their employment by MATC and thus constitutes a concerted refusal to deal.

39. The Labor Agreement is not authorized by Wisconsin law as a collective bargaining agreement, and the terms of the Labor Agreement that forbid MATC from individually negotiating the factors and conditions of Plaintiff's employment are in fact specifically forbidden by Wisconsin law.



40. The Labor Agreement is anticompetitive in purpose and effect. There is no conceivable procompetitive justification for the refusal to deal with Plaintiff and other individual MATC employees as set forth in the Labor Agreement. Accordingly, there is no requirement under Wisconsin antitrust law that the anticompetitive effect of the Labor Agreement be tested under the rule of reason. To the contrary, the collective refusal to deal embodied in the Labor Agreement in nothing more than a naked restraint of trade. As such, the Labor Agreement constitutes an unreasonable agreement in restraint for trade and is per se unlawful under Wis. Stat. § 133.03(1).

41. The Labor Agreement is not exempt from the application of Chapter 133; it is neither a lawful collective bargaining agreement nor an agreement that is the result of lawful collective bargaining.

42. As a direct result of the unlawful Labor Agreement, Plaintiff has been injured in that she is precluded from individually negotiating the factors and conditions of her employment by MATC in the free market.

43. Pursuant to Wis. Stat. § 806.04, Plaintiff is entitled to a declaration that the Labor Agreement violates Wis. Stat. 133.03(1) and is therefore unlawful, invalid and void.

44. Pursuant to Wis. Stat. § 133.18, Plaintiff is entitled to recover the costs of this suit, including reasonable attorney fees.

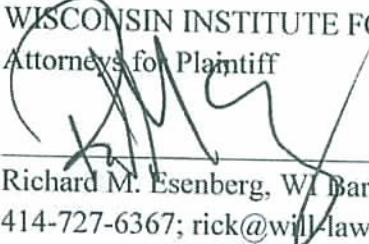
WHEREFORE, the Plaintiff respectfully requests this Court grant the following relief:

- A. A declaratory judgment stating that MATC violated Wis. Stats. §§ 111.70 and 66.0506 by entering into collective bargaining negotiations with Local 212 over prohibited topics;
- B. A declaratory judgment that the Labor Agreement approved on February 26, 2013, which is the product of the illegal collective bargaining, is unlawful, invalid and of no force and effect;
- C. A declaratory judgment that the conduct of MATC constitutes a per se unlawful agreement in restraint of trade in violation of Wis. Stat. § 133.03(1);
- D. A judgment directing Defendant MATC to pay the costs of this lawsuit and Plaintiff's reasonable attorney fees; and

E. Granting Plaintiff such other and further relief as the Courts deems appropriate.

Dated this 7<sup>th</sup> day of May, 2013.

WISCONSIN INSTITUTE FOR LAW & LIBERTY, Inc.  
Attorneys for Plaintiff

  
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C-2

**MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT BOARD  
MILWAUKEE, WISCONSIN  
NOVEMBER 12, 2012**

**CALL TO ORDER**

A special meeting of the Milwaukee Area Technical College District Board was held in Open Session on Monday, November 12, 2012, and called to order by Chairperson Wilson at 4:03 p.m. in the Board Room, Room M210, at the Downtown Milwaukee Campus of Milwaukee Area Technical College.

**ITEM A. ROLL CALL**

**Present:** Lauren Baker (via telephone); David Dull; Melanie Holmes; Michael G. Katz; Graciela Maizonet; Kurt Wachholz joined the meeting (via telephone) at 4:58 p.m.; José Pérez joined the meeting (via telephone) at 4:58 p.m.; Bobbie R. Webber; and Ann Wilson.

**ITEM B. COMPLIANCE WITH THE OPEN MEETINGS LAW**

**Discussion** Chairperson Wilson indicated that proper notice of the meeting had been given in compliance with the Wisconsin Open Meetings Law.

**ITEM C. COMMENTS FROM THE PUBLIC**

Michael Rosen, president, AFT Local 212, expressed desire for the college to begin the negotiations on a successor contract with AFT Local 212.



**Closed Session**

- ITEM D.**      **Consideration of Collective Bargaining Request from AFT- Local 212 and Discussion of Related Fiscal Information\*\*\*** Motion It was moved by Mr. Webber, seconded by Ms. Holmes, to convene into Closed Session pursuant to Section 19.85(1)(e) and 19.82(1) of the Wisconsin Statutes to discuss Item D, Consideration of Collective Bargaining Request from AFT-Local 212 and Discussion of Related Fiscal Information, because such bargaining reasons require a closed session. The District Board may reconvene into Open Session to take action on matter discussed in Closed Session under Item D.

Action      Motion approved, the roll call vote being as follows:

Ayes:      Baker, Dull, Holmes, Katz, Maizonet, Webber, and Wilson – 7.

Noes:      None.

The board convened into Closed Session at 4:17 p.m.

**Open Session**

The Board reconvened into Open Session at 4:58 p.m.

Mr. Wachholz joined the meeting at 4:58 p.m.

Mr. Pérez joined the meeting at 4:58 p.m.

- ITEM E.**      **Reconvene into Open Session to Direct Administration to Enter Into Negotiations with Local 212 to Initiate a Successor Agreement.**

Motion      It was moved by Mr. Webber, seconded by Ms. Baker to Direct Administration to Enter Into Negotiations with Local 212 to Initiate a Successor Agreement.

Action      Motion Approved, the roll call vote being as follows:

Ayes:      Baker, Maizonet, Pérez, Webber, and Wilson – 5.

Noes:      Dull, Holmes, Katz, and Wachholz – 4.



**Adjournment**

The meeting adjourned at 5:10 p.m.

Respectfully submitted,

Lauren C. Baker  
Secretary



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Richard M. Esenberg  
Michael Fischer  
Thomas C. Kamenick

Executive Director  
Stacy A. Stueck

February 26, 2013

Ms. Ann Wilson  
Chairperson, Milwaukee Area Technical College, District Board  
c/o Office of the President  
700 W. State Street, Room M200  
Milwaukee, WI 53205

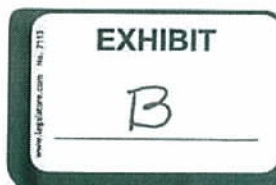
Re: The potential reauthorization of a union contract in violation of Act 10

Dear Chairperson Wilson:

According to the board agenda for Tuesday, February 26, 2013, the MATC District Board is set to vote on a resolution to approve a labor agreement between MATC and AFT-Local 212. Unfortunately, you have not released the details of the labor agreement to the public, which leaves taxpayers in the dark about how their money is to be spent.

We would like to remind you – and the rest of the MATC Board – that as of this date there is no “window” for local units of government to ignore Act 10. The decision of Dane County Circuit Court Judge Colas in Case No. 11CV3774 has no effect outside of the parties involved in that one specific case. It has no precedential value and, in our view, is quite clearly wrong and almost certain to be reversed. Unions and government entities that negotiate contracts with terms that violate Act 10 run the risk of having those contracts declared unlawful.


If the labor contract that you are voting on tonight does not conform to Wisconsin law as set forth in Act 10, the Board will be exposing MATC to litigation by taxpayers. For example, collective bargaining with general employee unions –and therefore a union contract – is unlawful unless it deals exclusively with base wages. Wage increases cannot be higher than the cost of living without approval via citizen referendum. In addition, Wisconsin statutes currently prohibit a defined pension plan for general public employees unless the employees contribute half of all contributions. If an employer offers a healthcare plan, the employees must pay at least 12% of the average cost of premiums.





Taxpayers must know that their tax dollars are being put to good use and in accordance with the law. That concern is especially salient considering the financial situation of MATC and, yet, MATC teachers are among the highest paid in the state. Therefore, if MATC renegotiates, reopens, or extends a union contract that violates Act 10, it does so at great risk of an immediate legal challenge. The Wisconsin Institute for Law and Liberty, as always, remains vigilant for any unit of government that does not follow the law.

Respectfully yours,  
WISCONSIN INSTITUTE FOR LAW & LIBERTY, INC.



RICHARD M. ESENBERG

President & General Counsel  
414-727-6367 (direct); 414-213-3957 (mobile)  
rick@will-law.org

cc via email:

Dr. Michael L. Burke  
Melanie C. Holmes  
Lauren Baker  
Michael G. Katz  
David A. Dull  
Graciela Maizonet  
José Pérez  
Kurt D. Wachholz  
Bobbie R. Webber

**Attachment P**

**RESOLUTION TO APPROVE LABOR AGREEMENT BETWEEN  
MATC AND LOCAL 212, WFT, AFL-CIO (FULL-TIME FACULTY)  
(Resolution BD0015-2-13)**

WHEREAS, the Milwaukee Area Technical College District Board has entered into negotiations with Local 212, WFT, AFL-CIO (hereinafter "Local 212"); and

WHEREAS, the Board representatives have reached a tentative one-year agreement (February 16, 2014- February 15, 2015) with representatives of Local 212; and

WHEREAS, Local 212 (Full-time Faculty) has ratified the tentative labor agreement on February 25, 2013; and

WHEREAS, the Board has reviewed the terms and conditions of said agreement; therefore,

BE IT RESOLVED, that the Milwaukee Area Technical College District Board hereby accepts and approves the agreement reached by MATC and Local 212 (Full-time Faculty) bargaining unit, and authorizes signatures representing the MATC District Board and the Administration on the approved agreement, at which time said agreement shall be incorporated by reference to this resolution.



**RESOLUTION TO APPROVE LABOR AGREEMENT BETWEEN  
MATC AND LOCAL 212, WFT, AFL-CIO (PARAPROFESSIONALS)  
(Resolution BD0016-2-13)**

WHEREAS, the Milwaukee Area Technical College District Board has entered into negotiations with Local 212, WFT, AFL-CIO (hereinafter "Local 212"); and

WHEREAS, the Board representatives have reached a tentative one-year agreement (February 16, 2014-February 15, 2015) with representatives of Local 212; and

WHEREAS, Local 212 (Paraprofessionals), has ratified the tentative labor agreement on February 25, 2013; and

WHEREAS, the Board has reviewed the terms and conditions of said agreement; therefore,

BE IT RESOLVED, that the Milwaukee Area Technical College District Board hereby accepts and approves the agreement reached by MATC and Local 212 (Paraprofessionals) bargaining unit, and authorizes signatures representing the MATC District Board and the Administration on the approved agreement, at which time said agreement shall be incorporated by reference to this resolution.



**RESOLUTION TO APPROVE LABOR AGREEMENT BETWEEN  
MATC AND LOCAL 212, WFT, AFL-CIO (PART-TIME FACULTY)  
(Resolution BD0017-2-13)**

WHEREAS, the Milwaukee Area Technical College District Board has entered into negotiations with Local 212, WFT, AFL-CIO (hereinafter "Local 212"); and

WHEREAS, the Board representatives have reached a tentative one-year agreement (February 16, 2014-February 15, 2015) with representatives of Local 212; and

WHEREAS, Local 212 (Part-time Faculty) has ratified the tentative labor agreement on February 25, 2013; and

WHEREAS, the Board has reviewed the terms and conditions of said agreement; therefore,

BE IT RESOLVED, that the Milwaukee Area Technical College District Board hereby accepts and approves the agreement reached by MATC and Local 212 (Part-time Faculty) bargaining unit, and authorizes signatures representing the MATC District Board and the Administration on the approved agreement, at which time said agreement shall be incorporated by reference to this resolution.

**SUMMARY OF PROPOSED LABOR AGREEMENT**  
**MATC & LOCAL 212**  
**(Full-time Faculty/Professionals; Paraprofessionals and Part-time Faculty)**

**Note:** The parties' negotiations were entered into and their tentative agreements have been made subject to all applicable laws and regulations. The parties' negotiations and agreements are and have been conditioned on Judge Colas' decision being upheld by Wisconsin's appellate courts. If Judge Colas' decision were to be overturned or invalidated, fully or in part, all obligations to bargain or resulting agreements are to be contingent on relevant Wisconsin appellate courts' rulings and applicable laws.

**I. Term of Contract**

- a. February 16, 2014 through February 15, 2015

**II. Wages (Savings = \$6 million)**

- a. No general wage increase for 2014-2015.
- b. Reduction in full-time faculty overload pay from 60% to 52% of full-time rate.
- c. Reduction in full-time faculty overload from 49% to 33%.
- d. Reduction in part-time faculty pay from 60% to 52% of full-time rate.
- e. Reduction in full-time faculty summer school rate from 85% to 60% of full-time rate.
- f. Additional load for online courses eliminated. Replaced with one-time stipend of \$675 paid to instructors teaching online for the first time.
- g. Salary schedule step increases reduced from every year to every other year.

**III. Healthcare Contributions (Savings = \$771,000)**

- a. Employee healthcare contribution changed to 12.6 % of premium (a 2.6% contribution reduction is available to those who participate in the college's voluntary biometric testing program).
- b. Healthcare plan design changes including increases in annual deductibles and out of pocket maximums.
- c. Increase healthcare contribution to 12.6% of premium for employees who are laid off or spouse of deceased employee for prescribed period.

**IV. Retiree Healthcare (Savings = \$293,000)**

- a. Employees hired on or after February 16, 2014 must have 20 years of full-time continuous service and reach age 60 to qualify for retiree healthcare.
- b. Employees hired on or after February 16, 2014 may use up to 125 days of accumulated sick leave to pay for retiree health insurance. No post-65 healthcare contribution by the college beyond the accumulated sick leave payout.



- c. Current employees retiring on or after February 16, 2014 will pay 12.6% of premium contribution to age 65 (currently \$55 individual/\$110 for family).

**V. Pension (Savings = \$6 million)**

- a. Employees pay full cost of employee Wisconsin Retirement System pension contribution.
- b. No early retirement/pension supplement for employees hired on or after February 16, 2014.

**VI. Other Benefits (Savings = \$43,000)**

- a. Reduction in long-term disability benefit from 90% to 66%.
- b. Eliminate additional part-time sick leave accumulation for full-time employees doing part-time work.

**VII. Other (Savings = \$1.2 million)**

- a. Increased opportunity to externally hire new full-time faculty.
- b. Eliminate minimum full-time faculty staffing requirement. Replace with a ratio of full-time to part-time instructors in defined level courses.
- c. Reduce union leadership release time by 60%.
- d. Formation of a joint coaching committee for faculty.
- e. Formation of a joint committee to study and recommend changes to hiring and transfer processes for paraprofessionals.

**TOTAL SAVINGS FY 2014-15:**

**\$14.3 MILLION**

**OPEB LIABILITY REDUCTION OVER NEXT 25 YEARS:**

**\$108 MILLION**