

Local 2398

July 2010

Staff & Clerical Federation, AFT, AFT-Wisconsin, AFL-CIO

Chippewa Valley Technical College, Eau Claire

<http://wi.aft.org/CVTC2398/>

From the President



It's that time again – local and state election season. Working for an institution that is funded through taxpayer dollars, each and every one of us is impacted by the decisions our elected officials make in office. It isn't a matter of not liking politics, and not wanting to get involved; it's a matter of our past, present, and future. Who we elect WILL directly impact CVTC.

AFT and the AFL-CIO are kicking into high gear now with their member-to-member campaign. There are several races around the state that will seriously impact the future of the technical colleges, not to mention K-12 and the UW System. We need to fight to preserve what we have; fight to keep our system in tact; fight for our jobs!

I will be sharing information from both AFT and the AFL-CIO with you as it comes to me. Both organizations go through a thorough candidate screening processes to ensure that the best interests of working families are a top priority of the candidates before making any endorsements.

If you would like more information on the campaign process, or if you would like to volunteer in any capacity, please let me know. When union members vote, we make things happen. Let's work together on preserving our future.

In Solidarity,

Lisa

Labor Relations

The Grievance Arbitration Award Is In:

We had been dealing with the grievance on "Hiring of Program Assistant through Manpower" since September when the grievance process began. This position was posted, internal candidates were interviewed, and then it was suddenly placed on hold when the Unit Clarification was filed. In January, the temp agency contract was terminated and the LTE became a CVTC employee, which was also a contract violation. On January 21, it was officially announced that the position was offered to member Brenda Meinen, an internal transfer, which she accepted. The Union requested backpay for lost

wages, which was denied. The College and Local 2398 were in disagreement over the contract language below, which was outsourcing language that was included in the Pilot Project agreement:

“C. The College Agrees that for the duration of the pilot project it shall not sub-contract bargaining unit work if such sub-contracting would result in a layoff or reduction in hours to bargaining unit members, or if such subcontracting would prevent a return from layoff or leave or prevent the hiring or transferring into an open position within the bargaining unit.”

The Union contends there was a direct violation of the contract language per Section C. The College argued that this language only referred to the Customer Service Center, not the Union as a whole. After numerous unsuccessful discussions with the College to come to a resolution, the Union filed a Request to Initiate Grievance Arbitration with the WERC (Wisconsin Employment Relations Commission,) <http://werc.wi.gov/> on February 9, 2010.

The arbitration hearing was conducted on May 3, 2010. I have to say that our staff rep, Jim Mangan, did a fantastic job in preparing the case and representing Local 2398. Called to the stand from Local 2398 were Raeann Hutchinson, Brenda Meinen, Lisa Storms and me. The College was represented by Tom Huffcutt, Mary Casey and attorney Victoria Seltun.

The AWARD: “The College violated the collective bargaining agreement when it filled the position of Program Assistant with an employee from an outside agency instead of awarding the position to Brenda Meinen. As and for a remedy, the College shall pay the Grievant backpay in the amount of \$1.43 per hour for all regular hours she would have worked as a Program Assistant from October 5, 2009, until January 20, 2010.”

As you can see, the grievance procedure is a time consuming process. I want to assure all of our members that we will continue to do everything possible to resolve each grievance at the earliest possible time, but we are also willing to move to arbitration if necessary. We need to preserve the integrity of the contract. This was a big win for Local 2398 members. Please do not hesitate to contact us if you believe our contract has been violated.

Grievance Update:

The arbitration grievance award was in our favor, and back pay was awarded to Brenda Meinen.

We have one grievance at Step 2 (Management doing bargaining unit work) that we are waiting for a response on from the College.

The grievance regarding a transfer we had placed on HOLD will be moved forward to Step 3- President Barker.

The grievance relating to an interview was denied at Step 2 by Tom Huffcutt, but was overturned at Step 3 by President Barker, and therefore has been resolved.

Please bring any issues or concerns to our attention so that we may investigate and work on a resolution.

In Solidarity,

Kathy Goodman
Labor Relation Chair

A Look at Our Contract - Differential Pay

Differential Pay is another example of a benefit in our collective bargaining agreement with the college negotiated by our union.

Differential Pay is additional pay for hours worked after 6:00 pm and before 6:00 am and/or Saturday and/or Sunday and is located on your electronic timesheet just below Regular Pay.

Language from our contract Article XIII – Salaries, Section D:

“D. Differential Pay:

- 1. Any bargaining unit member scheduled to work within the hours of 6:00 pm and 6:00 am and/or is scheduled to work any time on Saturday and/or Sunday, shall receive an additional differential pay of thirty-five cents (\$.35) per hour for hours occurring within this time frame.**
- 2. If an employee receives differential pay for their scheduled work hours, he/she shall also receive differential pay for any overtime hours worked that same day as set forth in Article VIII- Hours of Work, Section B.**
- 3. If an employee requests a work schedule change, as set forth in Article VIII – Hours of Work, Section E, that extends outside the hours of 6:00 pm and 6:00 am, the employee shall waive his/her right to differential pay.**
- 4. Employees shall receive differential pay for paid leave hours (sick, personal, vacation, holiday, etc...) on the same basis as if those days had actually been worked based on the employee’s regular work schedule.”**

Differential Pay is \$.35/hour in addition to your regular pay, so both need to be recorded on your electronic time sheet. Differential Pay can also be recorded when you are on leave if your regular schedule includes hour covered by differential pay. If an employee requests a work schedule change that includes differential hours, the employee waives his/her rights to differential pay.

Here are a couple of examples of hours to report:

Regular Schedule:

Tuesday–Thursday 4 p.m. to 8 p.m.	Regular pay 4 hours	Differential pay 2 hours
Friday 3 p.m. to 6 p.m.	Regular pay 3 hours	No differential pay
Saturday 8 a.m. to 1 p.m.	Regular pay 5 hours	Differential pay 5 hours

Regular Schedule:

Monday–Thursday 1:30 p.m. to 10 p.m.	Regular pay 8 hours	Differential pay 4 hours
Friday 9:30 a.m. to 6 p.m.	Regular pay 8 hours	No differential pay

Please let me know if you have any questions on this or other items in our contract.

Submitted by,

Deb Ausman

Baby Report

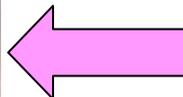
Here is Aleigha Anderson's newest addition!

Name: Madelyn Jean Phyllis Anderson

Date of Birth: 04-04-10 at 3:50pm

Weight: 3 lbs 13 oz

Length: 15 5/8 inches



And here is Corey Powers' newest addition!

Name: Brooke Catherine Powers

Date of Birth: 6/8/10

Weight: 4 lb. 10 oz.

Length: 17.5 in.

Congrats to Aleigha and Corey!!

Let's Get Social!

Watch your email regarding social events coming up this fall! The next newsletter will have pictures from the Carson Park picnic and Express baseball game on August 2. Thanks to Kim Vollmer and Sheri Brandstetter for organizing this event!

Heads Up Working Women

The AFL-CIO is running a Ask a Working Woman Survey again this year. Please take a few minutes to complete the survey. It runs through August 13. The address is:

<http://aaww.questionpro.com/?custom1=hp>

Top Seven Reasons Fitness Balls Should Not Be Used as an Office Chair

1. You have a higher risk of falling when getting on or off or reaching from the ball
2. You can't swivel or navigate your workspace while seated
3. Your buttocks and thighs have insufficient support
4. You don't have full seat or back support — making it difficult to maintain upright posture
5. You have minimal adjustability
6. Your muscles are working excessively to maintain posture
7. You are literally exercising all day long, leading to increased fatigue.

NOT RECOMMENDED!

It is true that while more than ever employers are encouraging staff to improve their physical fitness, the use of a fitness ball to replace a workstation chair is not appropriate.

The fitness ball was introduced many years ago as a therapy tool that was used under the supervision of a physical or occupational therapist. It was used to help improve balance, movement patterns, and muscle strength. It soon became incorporated in exercise routines at home and in the gym.

Then the ball was introduced to the workplace. People who like to use the ball as a chair say that it forces them to sit upright and improves their posture. Using a fitness ball as a chair does promote “active sitting,” which requires the use of several muscle groups to keep the body balanced. While this may all sound good, there are some true implications associated with this seating alternative. Sitting on a ball increases muscle activity around the spine. These muscles have to tighten and loosen in harmony in order to keep the spine erect. This action has to occur continually to keep us from falling off the ball. The result is muscle fatigue.

Muscle fatigue occurs because blood circulation is inhibited when muscles are working. Blood circulation is needed to bring nutrients and oxygen to the muscles and remove waste products. Thus, muscles that work with little rest have reduced blood circulation (limited nutrients and oxygen) and have waste build-up in the form of lactic acid. Lactic acid is what causes muscle fatigue and perceived discomfort.

While sitting on a fitness ball does indeed promote upright posture and continuous muscle activity, the benefits are contraindicated by the potential for fatigue and discomfort. There are also ergonomic and safety concerns when using a fitness ball as an office chair.

Submitted by,

Kim Vollmer

Wedding Bells!!!



Kendra Maves married
Jon Thorson on June 18.
Best wishes!

Technology Tip

It is common practice to insert pictures into Word documents. When inserting JPG images into Word documents, you should consider using the Picture option from the Insert menu, rather than doing a simple copy and paste. The reason for this is that Word handles pictures differently when they are cut and pasted compared with when they are inserted. When they are cut and pasted, they are treated as TIFF files, which are typically much larger than JPG files, even if the original photos were JPGs.

For example, a 12-page document with no photos takes approximately 72.5 KB on disk. Adding two photos using cut-and-paste techniques resulted in a file that was 435 KB in size. The same document, when the same photos had been inserted correctly (using Insert, Picture), shrank to 146 KB.

In the next newsletter, I'll explain how to remove the cropped portions of an image. This, too, reduces your file size.

Submitted by,

Bev Hilton

PEACH DESSERT

Layer in an ungreased 9x13 pan:

2 large cans sliced peaches (drain one of the cans of peaches)
1 yellow cake mix (dry)
1 stick melted butter
1 cup coconut
1 cup walnuts
Bake: 350° for 65 minutes

Note: This dessert was taste tested by the people in ECB148 and it was given a two thumbs up!

Submitted by,

Kari Lammers

TAFFY APPLE SALAD

Ingredients

- 1 (20 ounce) can pineapple chunks
- 2 cups miniature marshmallows
- 1 1/2 tablespoons white wine vinegar
- 1/2 cup white sugar
- 1 egg, beaten
- 1 tablespoon all-purpose flour
- 2 cups chopped apple
- 1 1/2 cups raw Spanish peanuts
- 1 (8 ounce) container frozen whipped topping, thawed

Directions

Drain pineapple juice into medium saucepan. Combine pineapple chunks and marshmallows into bowl and refrigerate.

Add vinegar, sugar, egg and flour to pineapple juice; mix well. Cook over medium heat until thick. Remove from heat and refrigerate until chilled.

Combine juice mixture with pineapple and marshmallows. Add apples, peanuts and whipped topping. Mix well and chill before serving.

Submitted by,

Bev Hilton

Local 2398 Officers and Committee Members

Officers

President: Lisa Storms
Vice President: Kim Yoder
Secretary: Kathy Farley
Treasurer: Deb Ausman

Executive Council: Union officers plus the following individuals:

Labor Relations Chair: Kathy Goodman
Membership Chair: Raeann Hutchinson
Negotiations Chair: Raeann Hutchinson
Newsletter Chair: Bev Hilton

AFL/CIO: Lisa Storms, Deb Ausman

AFT National: Deb Ausman, Sue Volkman

AFT-Wisconsin: Deb Ausman, Doug Dekan, Bev Hilton, Lisa Storms, Sue Volkman, Kim Yoder (on their 2nd year) and Kathy Farley, Janet Goldsmith, Kathy Goodman (serving 2 years)

Labor Relations Committee: Kathy Goodman-Chair, Lisa Storms, Kim Yoder + stewards as listed below

Labor Relations Stewards: Jean Alcantar-ESEC/Transportation, Paul Wittrock-River Falls, Jeannie Krig-Menomonie; Sue Sie-HEC, Brenda Meinen-BEC, John Creaser Gateway/Nano, Raeann Hutchinson Chippewa Campus.

Budget Committee: Deb Ausman-Chair

Social Committee: Kim Vollmer and Sheri Brandstetter

Constitution Committee: Deb Ausman-Chair, Karen Delaney, Kathy Goodman, My Nou Xiong

Negotiations Committee: Raeann Hutchinson-Chair

PCC Committee: Lisa Storms, Marlene Mathison, Raeann Hutchinson

Website: Kim Yoder-Chair

Membership Chair: Raeann Hutchinson-Chair

Newsletter Chair: Bev Hilton-Chair

Good and Welfare Committee: Need members, contact Lisa if you're interested.

The End!