



# Solidarity!

821 Williamson Street • Madison, Wisconsin 53703-4503 • Phone (608) 257-0491 • Fax (608) 257-1168



## Again, Bargaining Comes to a Halt

*Union negotiators had high hopes of presenting members a Contract for ratification before the end of the school year. On the 14<sup>th</sup> day of bargaining, those plans were sabotaged by Governor Doyle and the Legislative leadership when failing, once again, to adequately fund education. As of this writing, a ratification meeting before the end of the school year is very doubtful.*

Doyle, who proclaimed six years ago in his first inaugural address, “*the War on teachers is over*”, continued his failure to deliver, when crafting the State Budget for 2009-11. When it came to taxing things like legal fees, public relations and equipment used in manufacturing, to provide adequate funding for education, Doyle, and the Legislative leadership, failed, choosing to follow Governor Thompson’s example, which has caused erosion of quality education since the implementation of Revenue Controls and the QEO in 1993. **Instead, they cut funding to schools even further than they would have been under Governor Thompson’s revenue controls. And, their action forbids school boards making up the cut by raising local taxes. The loss to the Madison Metropolitan School District is about \$2.5 million deeper than that caused by Thompson’s revenue controls.**

Last year’s referendum, which passed 70% to 30%, has been rendered useless by the State Budget.

As former Park Falls school board member **John Smart** said this week in [www.FightingBob.com](http://www.FightingBob.com), “*Education must be adequately funded. Where?*”, he asked rhetorically. And he opined, “*A recent study showed that a 1% increase in the state sales tax would, if dedicated to education, basically solve all of our problems. That would bring us to 6%, at the same level as Michigan, and still lower than Illinois and Minnesota. Another suggestion is to reduce the list of tax-exempted products and services, thus bringing in more revenue and making the system more fair at the same time.*” **Smart** for Governor?

*Besides a hang-up over economics, the School Board has made a proposal which would be harmful to a Contract provision which has been in the Contract since 1974, which prohibits sub-contracting of teacher employment.*

## New State Budget Hurts: EA-MTI Unit Continues to be Downsized

Due to state revenue controls, District resources continue to shrink. The new State Budget makes it worse, as State funds to the Madison Metropolitan School District appear to be \$2.5 million less than anticipated even with the Revenue Controls. This has caused the School Board to further reduce allocations in MTI’s educational assistants bargaining unit. The “educational assistant” category within the entire bargaining unit has been **hit especially hard over the last several years, to the point that there are relatively few “educational assistant” positions left remaining.** Those educational assistants who are involuntarily reassigned to positions requiring DPI certification, i.e., special education assistants, have their fee for said certification paid by the District pursuant to the EA-MTI Contract. In addition, given the EA-MTI Contract, **the District must pay the renewal fee for any license/certification which is required for ongoing District employment.** The cost of any renewal fees for this purpose are paid out of the yearly EA \$75,000 Training and Development Fund.

Nurses’ assistants are required to maintain current CPR/AED certification via a District approved CPR/AED course. There is no fee for courses conducted by the District. In addition, at any District training, the District must provide all required materials, manuals, etc., at no cost to the nurse’s assistant.

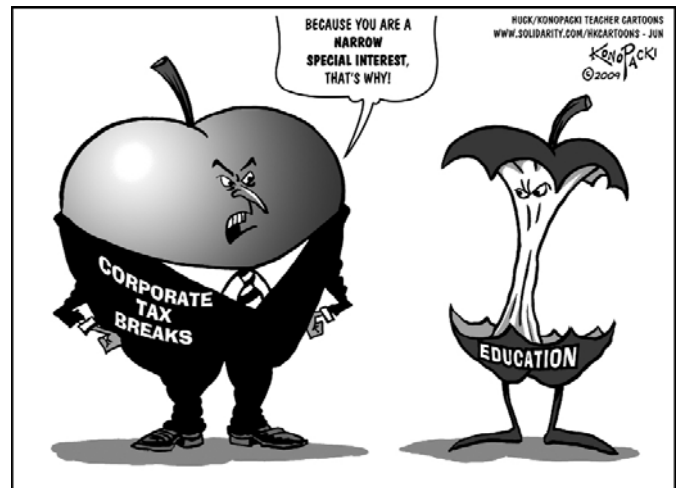
Anyone with questions or concerns regarding position descriptions, involuntary reassignment, certification, or licensure, contact Eve Degen ([degene@madisonteachers.org](mailto:degene@madisonteachers.org)) or Jesse Reschke ([reschkej@madisonteachers.org](mailto:reschkej@madisonteachers.org)) at MTI.

## Our Union Makes Us Strong!

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MTI’s web page - [www.madisonteachers.org](http://www.madisonteachers.org)

MTI’s email - [MTI@madisonteachers.org](mailto:MTI@madisonteachers.org)



## **SEE-MTI: Wage and Hour Claim Filed on Behalf of Athletic Secretary**

MTI assisted a member in researching a *potential claim with the U.S. Department of Labor alleging that the District has failed to properly pay overtime compensation to an Athletic Secretary, who performed extra duty work during evening athletic events.* Numerous MTI-represented employees engage in extra duty work at athletic events for the Contract rate of \$9.50 per hour. For most employees, these extra duty hours are exempt from overtime regulations. For the Athletic Secretary, however, recruiting and supervising athletic event supervisors is one of the functions and expectations of her regular position and, therefore, such extra duty hours were actually an extension of her work week. **Therefore, the hours should count to qualify for overtime compensation, i.e. working over 40 hours in a week.** The Department of Labor has assigned an investigator to investigate MTI's claim.

## **USO-MTI Know Your Contract: Leave of Absence**

The USO-MTI Collective Bargaining Agreement contains an important unpaid leave provision that **protects substitute teachers' employment status for a leave of absence for up to one (1) year.** Substitute teachers must be in the substitute teacher pool for one (1) year prior to the leave request. The leave request must be made in writing to Employment Manager June Glennon at least five (5) days prior to the request. Denial of the leave may not be for arbitrary or capricious reasons. Contact USO-MTI Staff Representative Ken Volante ([volantek@madisonteachers.org](mailto:volantek@madisonteachers.org)) at MTI with questions.

## **Insurance and HIPAA**

In 1996, a federal law, officially entitled the "Health Insurance Portability and Accountability Act (HIPAA), was passed to provide important consumer protections for those who have preexisting medical conditions and change employers. Legislation passed during the 1997 legislative session brought Wisconsin insurance laws into compliance with the federal law.

**Of note is that insurance providers are now required to have subscribers sign an "authorization to permit use and disclosure of health information."** In other words, given the recent modifications in HIPAA, **for MTI to be able to assist members with health insurance and/or dental insurance claim problems, the MTI member's written authorization will need to accompany any information sent by MTI to WPS, GHC, or Delta Dental. MTI asks that an authorization form accompany inquiries sent to MTI.** Forms can be obtained online at [www.wpsic.com](http://www.wpsic.com); [www.deltadental.com](http://www.deltadental.com); or [www.gch-hmo.com](http://www.gch-hmo.com).

## **SSA-MTI Training on Teacher Inservice Days**

**School Security Assistants should keep their eyes open over the summer for announcements regarding training during teacher inservice days at the end of August.** Notices of training are mailed to security assistants' homes. Article VI-K of the SSA-MTI Collective Bargaining Agreement provides that SSAs **"are to participate in District inservice day programs."** The school security coordinator often uses that time to provide training on new school protocols or refresher courses on life saving/emergency measures. If you have questions regarding this Contract provision, contact MTI Assistant Director Jesse Reschke ([reschkej@madisonteachers.org](mailto:reschkej@madisonteachers.org)).

## **Last Issue of MTI Solidarity for 2008-09 School Year**

*MTI Solidarity!* and its predecessor, *The MTI Reporter*, have been keeping the members of MTI's bargaining units apprised of current Union issues, information relative to bargaining and member Contract rights and benefits for 43 years. It is published for delivery each Monday of the school year. This is the last issue of *MTI Solidarity!* for the 2008-09 school year. *MTI staff wish all Union members a safe and enjoyable summer.* MTI's office remains open during the summer to serve its members. Summer hours are 7:30 a.m. - 5:00 p.m., Monday through Thursday, and 7:30 a.m. - Noon on Fridays.

## **Keep Your Own "Personnel" File**

Record keeping is important. ***Don't wait for trouble to start before you begin a records file.*** Having good records are very important if you become involved in a grievance over your Contract rights, benefits or in a matter involving discipline or dismissal. To enable the best possible protection and representation, **maintain your own "personnel" file.**

***Your file should contain such documents as:*** college transcripts, evaluations, accumulated sick leave and days used, direct deposit (wage) records, records of student disciplinary referrals, Wisconsin Retirement System (DETF) records, personal leave, documentation of honors and awards, notes on student accidents, notes on confrontations with parents or administrators, copies of all correspondence with supervisor(s) and administrators; and for teachers - individual teacher contracts for each year, licenses, and teaching assignments by year with subjects taught.

## **Keep MTI Updated on Changes**

Please call, write or email MTI if you have a change in name, home address, home email address, telephone number, work location, certification, or hours of work. Having this information allows MTI to serve you better, both personally and contractually.