



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

Solidarity!

WELCOME BACK!

To each of the 5,200 District employees who are represented by **MTI**, a sincere welcome as the 2008-09 school year begins. **MTI** is the legally recognized collective bargaining agent for all teachers and professional staff (non-supervisory), educational assistants (**EA-MTI**), clerical/technical personnel (**SEE-MTI**), substitute teachers (**USO-MTI**), and school security assistants (**SSA-MTI**) who are employed by the Madison Metropolitan School District. **It is the Union's mission to provide the best service possible when assisting members with any Contract or work-related matter provided by one of the MTI/MMSD Collective Bargaining Agreements.** Feel free to contact *your* Union's staff at **MTI Headquarters** (257-0491 or www.madisonteachers.org) should you have a question or need *assistance with any Contract or work-related matter.*

District Fails Employee Relations: Athletic Director Fight Continues Despite Arbitrator Ruling

As reported in the last 2007-08 issue of ***MTI Solidarity!***, **MTI** prevailed in the arbitration of its grievance in which the Union challenged the District's improper action assigning the work of Athletic Directors to newly hired "management staff". Athletic Director work is legally reserved to **MTI** represented staff. Athletic Directors have been part of **MTI's** "teacher" bargaining unit since the position was created, and are contained in the **MTI/MMSD** Collective Bargaining Agreement work assignment clause.

In the arbitration hearing, the District asserted that the above-described history meant little. **The arbitrator, however, unequivocally rejected the District's argument**, stating that *"No amount of reassignment of duties or creation of superficial boundaries can change that."* **The Arbitrator issued a concise award granting each AD full back pay and recovery of any other financial loss suffered as a result of the District's improper action. The Arbitrator also ordered the District to restore the four displaced high school athletic directors to their former positions."** Former Supt. Rainwater attempted three times to change or eliminate the position of Athletic Director. Each time, **MTI** has prevailed.

Unfortunately, but not unexpectedly, **the District refused to comply with the Arbitrator's Order. Engaging in the worst possible employment relations following receipt of the Award, District Human Resources staff violated not only the Arbitrator's Award, but also their pledge to MTI that they would implement the Award.**

In meeting with the Athletic Directors, District Human Resources staff offered them reinstatement as Athletic Directors, **BUT**, as half-time. Then, the **District's Human Resources staff**

engaged in another unethical and illegal act. They told the Athletic Directors that if they accepted the offer, that their employment would, in fact, be reduced to half-time, claiming that the "Union Contract did not enable Athletic Directors to perform work other than that of the Athletic Director". After the offer of the half-time position, **the District Human Resources staff engaged in yet another unethical and illegal act.** They presented a form, which they asked the Athletic Directors to sign which, if signed, stated that the Athletic Director refused the offer of reassignment to a **FULL-TIME** or **PART-TIME** position. No full-time position had been offered.

Last spring, before making the above-described offer, **the District declared all Athletic Directors to be "surplus"** from the positions which the individuals took during the 2007-08 school year, while the Athletic Director position was in dispute. Following the Union's challenge, the District withdrew their declaration of surplus.

Not to let a sleeping dog lay, as the 2008-09 school year approached, **District Human Resources staff once again engaged in unethical behavior, again in violation of the Arbitrator's Award. The District's Human Resources staff posted as being vacant the individuals' current assignments, stating that the District was accepting applications for transfer to the positions. The District then told two of the Athletic Directors that they were each assigned to two high schools as Athletic Director; i.e. double the workload, something that has been in dispute between MTI and the District for eight years. MTI again challenged the District. Reacting to MTI's challenge, the District Human Resources staff have again retreated from their erroneous action.**

As of the date of this publication, **the District still has not lived up to their moral and legal obligation.** **MTI** and District representatives, led by **MTI** Executive Director **John Matthews** and **MMSD** Supt. **Dan Nerad**, respectfully, have been meeting in attempt to reach resolution. They will meet again this afternoon (September 2). Should that meeting not be successful, **MTI's** Prohibited Practices Complaint, which **MTI** filed with the Wisconsin Employment Relations Commission, will proceed to hearing on September 12.

MTI Discount Brochure On-Line

The **MTI** Discount Brochure will no longer be printed and, as of this school year, will now be an on-line program located on **MTI's** website (www.madisonteachers.org). This will give the advertisers more flexibility throughout the year to continuously update discount opportunities for **MTI** members and be a bit more "green". By reducing **MTI's** cost of printing, we have been able to decrease the cost to the advertisers which we hope the savings to be passed on to you in their offers and encourage interest of more advertisers in providing discounts.

Tuesday, September 9, is Election Day; Are you Registered to Vote?

This fall's elections are the most important election to educators in many years, perhaps the most important of a lifetime. At issue are candidates who will continue or eliminate legislation which is harmful to educators and the children they teach. Things like *No Child Left Behind*, *revenue controls on school boards*, and *wage controls (QEO) on teachers* will be decided by those elected.

Those new to Wisconsin, or who have recently moved may vote. Registration can be at one's polling place. One can complete a voter registration application (EB-131) at the polling place. One only needs a driver's license number (or if you have not been issued a driver's license, a state-issued identification card number or provide the last four (4) digits of your social security number). One also must show proof of residence indicating residence at the current address for ten (10) days preceding the election. If one is a registered voter and his/her name does not appear on the voter list at the polling place, one can complete a voter registration application. Thereafter, one will be allowed to vote.

During the fall, one may register to vote at MTI Headquarters or at his/her workplace. MTI Executive Assistant Ken Volante is deputized by the City of Madison to register new voters. Please contact MTI ahead of time to schedule a time to register.

SEE-MTI General Membership Meeting September 9

Members of MTI's supportive educational employees bargaining unit will meet on Tuesday, September 9, at 4:30 p.m., Room 109 at the Labor Temple (1602 S. Park St.). The purpose of the meeting is to receive member suggestions/concerns related to negotiations for the 2008-10 Collective Bargaining Agreement.

Calendar of Events/Deadlines

- **Monday, September 8, 4:15 p.m.**
MTI Board of Directors at MTI
- **Tuesday, September 9, Primary Election Day**
Remember to vote on your way to work or vote early at City Hall
- **Tuesday, September 9, 4:15 p.m.**
MTI-VOTERS at MTI
- **Tuesday, September 9, 4:30 p.m.**
SEE-MTI General Membership Meeting at SCFL
- **Tuesday, September 16**
School Closed for Staff Development
- **Tuesday, September 16, 4:15 p.m.**
MTI Faculty Representative Council at SCFL
- **Wednesday, September 24, 4:00 p.m.**
EA-MTI General Meeting at MTI

District Rips WPS Health Insurance from Clerical Contract

MTI's Collective Bargaining Agreement for the District's clerical/technical workers has since 1976 provided health insurance "the same as that provided to 'teachers' in the teachers' collective bargaining unit."

After unsuccessfully attempting to wrest WPS health insurance from MTI's Teacher Collective Bargaining Agreement for several years, the District turned their efforts to MTI's affiliates, SEE-MTI and EA-MTI. When they could not get their way in negotiations with MTI, the District upped their effort by petitioning for arbitration, an action permitted by Wisconsin law.

The significance of the case is illustrated by the fact that the arbitration hearing took five (5) days, with 17 witnesses introducing hundreds of exhibits. The transcript is 1,020 pages. Among the District's witnesses was Kevin Clougherty, Mortenson, Matzelle, Meldrum, who sat through the entire hearing advising the District. He also spent several days preparing with the District, *all at the tune of \$375 per hour. The District was represented by the Wisconsin Association of School Boards' Attorney Robert Butler.* Butler was also accompanied by two other attorneys. Two of MMSD's Labor Attorneys also attended. *Butler's services cost the District \$150 per hour, while charges for his associates were \$144 per hour.*

The District's proposal was to replace the MTI negotiated WPS plan with the Dean Health Plan and Physicians Plus; both HMOs. The District erroneously argued that with the premiums being lower, Dean and Physicians Plus were at "no cost". What the District did not enumerate was:

1. **Unlike WPS, all family members must receive services from the same HMO;**
2. **Unlike WPS, individuals may not self-refer;**
3. **Unlike WPS, there are firm limits on services;** and
4. **Unlike WPS, the HMOs cap mental health services at the state-mandated maximum** (meaning that members no longer have insurance coverage for many needed services).

MTI and the District agreed that rather than go through the same procedure for the District's educational assistants and security personnel that the ruling would apply to them.

Several affected staff members have found that their longtime healthcare providers, such as gynecologists, oncologists, psychiatrists and mental health therapists are not among Dean or Physicians Plus providers; that to access them they will have to select a higher cost plan or switch healthcare providers with whom they have had a long and productive relationship. *Compared to WPS, Dean and Physicians Plus have very narrow or no national carriers which leads to problems for those with college students, retirees and those who travel and have the need for non-emergency services.*

Our Union Makes Us Strong!

Volume 43, Number 1, September 2, 2008
MTI's web page - www.madisonteachers.org
MTI's email - MTI@madisonteachers.org