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Solidarity!

2009-11 Contract Negotiation Notes: Teacher in Charge

Among the gains made in MTI's recent settlement of the Teacher Collective Bargaining Agreement was one to which the Union's attention was not called until the final weeks of negotiations. It happened when a member, in speaking with MTI Executive Director **John Matthews**, complained about being asked to be in charge of the building while the principal was at a meeting away from the school.

Matthews, thereafter, introduced in negotiations what is now a Contract provision called, "**Teacher in Charge**". Under the new language, one "*in charge*" **accrues compensatory time, or at his/her option, additional time in his/her Personal Sick Leave Account or Retirement Insurance Account.**

While the provision does not actually become effective until 2011, a teacher planning to retire before the effective date can accrue the time for application to his/her PSLA or RIA, i.e. not compensatory time.

Those interested should keep a log of the days/time and have their principal sign it monthly. It should then be sent to Human Resources Director Robert Nadler at the end of the school year.

Health Insurance Annual Choice/Open Enrollment

MTI's various Collective Bargaining Agreements **provide that between October 15 and November 15 each year there will be an annual choice to switch health insurance providers, between/among the insurance carriers named in the Contracts.**

Members of MTI's teacher and substitute teacher bargaining units continue to have the option of WPS' Statewide Indemnity Plan or GHC. Members of MTI's clerical/technical, educational assistant and security assistant bargaining units have the HMO options - GHC, Physicians Plus and Dean Health Plan.

ANNUAL CHOICE is the period during which MTI represented employees who are already covered under an MTI negotiated District health insurance plan **may choose, without having to prove insurability, an alternate available plan. Implementation of coverage under the new plan will be effective January 1, 2010.**

OPEN ENROLLMENT is also available as a result of gains made during MTI's 1999 negotiations. Enrollment in health insurance is available to any employee who is benefit eligible (an assignment of 19 hours per week or a teacher contract of at least 50%). Those with health insurance who have an eligible dependent, **who is not now covered**, may enroll that dependent during this period. **The effective date for all new coverage is January 1, 2010.**

Flexible Spending Account

Now is the time to act. MTI's various Collective Bargaining Agreements enable those covered by the Contract to set wages aside, tax free, to cover employee contributions toward health insurance premiums, policy deductibles, co-pays and uninsured medical, dental and optical expenses. Money set aside and not used during the calendar year for such expenses is lost - gone to the District. **So plan now to:** ● *Use the balance of your funds before December 31. These can be used for unplanned expenses such as prescription glasses, hearing devices, over-the-counter medications, or mental health therapy; and* ● *Adjust your deposit into your flexible spending account for next year (see Benefits Design Group, Inc. (www.bdgflex.com)).* **The deadline for changing one's deduction for 2010 is Monday, November 16.**



Huegel Principal Returns to "Good Old Days"

In 1872, rules for teachers included such things as: *each day fill lamps and clean chimneys; and bring a bucket of water and a scuttle of coal.*

Huegel Principal David Bray recently took a step back in time, asking teachers to "*take home a few breakfast trays to run through their dishwashers.*" Come on, Dave, first you push teachers to begin their day with a student breakfast program, then push them to clean up the spills and now do the dishes?

MTI Special Education Subcommittee Vital for Contract Enforcement

Several years ago, the MTI Teacher Bargaining Team **felt it necessary to form a subcommittee to enable union members the time and place to discuss special education issues.** Since the formation of this committee, it has met regularly and MTI staff members have heard day-to-day concerns directly from Union members, and have been able to help rectify many. It also **provides an opportunity for Union members to interact with one another and share ideas for traversing the special education quagmire.** Attendance at subcommittee meetings is open to all members of MTI's five bargaining units, and those with concerns and/or ideas to improve the workplace are encouraged to attend. The next meeting is scheduled for November 3, at the Harmony Bar & Grill, at 4:15 p.m. Look for a posted agenda on your work site bulletin board.

SEE-MTI Know your Rights: Flex-Time

MTI represented District clerical/technical employees (SEE-MTI) have a standard work week. The Contract recognizes that both the employee and employer may on occasion prefer to “*flex*” the schedule depending on the needs of an employee and/or a department. For example, an employee may wish to attend a parent-teacher conference during the work day for one of their children and make-up the time later. Or a supervisor may wish to accommodate an unplanned work flow need by requesting an employee to work more in one day in exchange for time off another day. Both of these situations could be accommodated via contract language contained in Section V-A-5 of the SEE-MTI Contract, *provided that both the employee and supervisor agree to the flex.*

The provision of flex-time differs depending on whether the flex is requested by the employee or requested by the supervisor. When an *employee* requests to flex their schedule, and the supervisor agrees, the employee may be provided flex-time up to 7¼ hours outside their regular work week. If the employer/supervisor requests the flex, and the employee agrees, flex-time may be provided for up to 4 hours outside of the regular work week. All hours flexed need to be made up within the payroll period. Again, *flex-time is only available when both the employee and supervisor are in agreement.* If either objects, flex cannot occur.

Flex-time is not intended to take the place of overtime or compensatory time. Rather it is an option to accommodate those instances in which the employee and supervisor agree that the work schedule should be flexed within a payroll period to accommodate a specific need.

Contact MTI Assistant Director Doug Keillor (keillord@madisonteachers.org) with questions or concerns.

State Representative Cory Mason Pushes Millionaire Tax for Job Training Fund

Representative Cory Mason, D-Racine, has introduced a bill to enable and facilitate the education and training of thousands of Wisconsin workers. Financing for the proposal would be by a 1% income tax increase on Wisconsin residents earning \$1 million or more. Mason says the revenue produced by the extra 1% tax will be \$145 million. It will be increased by \$135 million in federal matching funds.

The measure, called the *Wisconsin Jobs Initiative*, was presented in a **press conference by Mason and Representatives Tamara Grigsby, D-Milwaukee, and Kim Hixson, D-Whitewater.** “*Everywhere I turn in my district, people ask what can be done to get them back to work,*” Mason said. “*What I am proposing will train and educate at least 40,000 Wisconsin residents and give employers the skilled workers they need.*”

Leave of Absence Deadlines

Pursuant to Section VI-B (Leaves of Absences) of MTI's "Teacher" Collective Bargaining Agreement, all *non-medical leaves except academic, adoption and childrearing leaves, must be for a minimum of one full school year* and must commence at the beginning of the first semester. Academic or childrearing leaves must be for a minimum of one semester. Leaves and leave extensions are granted to teachers as follows:

Initial Request: One semester (academic or childrearing).
Extension: One extension will be allowed for the semester following the semester of the initial leave, unless the initial request is for the second semester or the school year, then the extension must be for the entire school year.

Initial Request: One full school year. **Extension:** One extension consisting of the following school year.

Requests for an academic or childrearing leave of absence for the second semester of the 2009-10 school year are due by **DECEMBER 1, 2009.**

Other than for academic leaves of absence or extension of same, leave of absence requests for the first semester or the full school year for 2010-11, or to extend a leave of absence, must be made in writing through the principal/supervisor to Human Resources by **March 1, 2010.** A request for an academic leave or for an extension of same must be made to the Department of Human Resources by **May 1, 2010** for the first semester or the ensuing school year.

Given that one remains represented by MTI and has benefits available while on leave, partial dues for the period one is on leave can be paid either during the leave or upon return.

Calendar of Events/Deadlines

Note: All MMSD seasonal flu shot clinics scheduled for November have been postponed until December.

- **Tuesday, November 3, 4:15 p.m., Harmony Grill**
MTI Special Education Sub-Committee
- **Wednesday, November 4, 4:15 p.m., MTI**
Employee Safety During Home Visits Committee
- **Wednesday, November 4, 4:30 p.m., MTI**
SEE-MTI Board of Directors
- **Monday, November 9, 4:30 p.m., MTI**
MTI Board of Directors
- **Wednesday, November 11, 4:15 p.m., MTI**
Employee Safety During Home Visits Committee
- **Tuesday, November 17, 4:15 p.m., SCFL**
MTI Faculty Representative Council
- **Thursday/Friday, November 26/27 Thanksgiving**

Our Union Makes Us Strong!

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MTI's web page - www.madisonteachers.org
MTI's email - MTI@madisonteachers.org