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# Solidarity!

## It's Flu Season: Prescription?

**One needs no reminder that it is flu season.** One also need not be reminded that flu shots - for seasonal flu and more particularly for H1N1 - are in short supply. Given this, some are turning to medications to treat the flu. *Tamiflu and Relenza are among those medications.*

With the rise of H1N1 flu virus and the lack of a readily available vaccine to treat all who wish to receive the vaccine in 2009, **WPS has developed policies to follow the criteria and recommendations set forth by the Center for Disease Control and Prevention (CDC).** *The CDC asked that Tamiflu and Relenza be limited in its usage* so that: (1) resistance or ineffectiveness is avoided for these medications; and (2) supplies of the medications are available for those that have both the flu and high risk medical concerns. Even if a person has the flu, the CDC is not recommending usage of these medications *unless the person has additional risk factors such as:*

- Children less than 5 years old
- Adults 65 years and older
- Pregnant women
- People with a low immune system (such as diabetes, HIV, organ transplant), or chronic medical conditions (such as asthma, chronic lung disease)

**When to take Tamiflu or Relenza?** Tamiflu and Relenza are agents that help treat the flu but they only help to reduce the severity of the flu. They should be taken within the first 48 hours of symptoms. These medications may not prevent the normal seasonal flu or the H1N1 flu. The best prevention is to get a seasonal flu vaccine as well as the H1N1 vaccine, as it becomes available.

**For those with WPS health insurance,** Tamiflu and Relenza are covered if the person meets at least one of the following criteria:

- Children less than 5 years old
- Adults 65 years and older
- Pregnant women
- Healthcare workers
- People with a low immune system (such as diabetes, HIV, organ transplant), or chronic medical conditions (such as asthma, chronic lung disease)

**AND**

- Have flu symptoms or have been exposed to / had direct contact with persons with active flu.

**How to obtain Tamiflu or Relenza once coverage criteria is met?** Call WPS Customer Services (608-221-7058). Customer service will contact the WPS pharmacy analyst to verify that the individual meets eligibility. If one meets eligibility, the pharmacy analyst will proceed to approve the prescription and the appropriate co-payment will be assessed.

If one is prescribed Tamiflu or Relenza and meets the above criteria, *but it is after WPS' normal business hours or a weekend,* one must pay the total cost of the prescription, and then

contact WPS Customer Service. WPS' pharmacy analyst will work with the pharmacy to confirm that coverage criteria are met. If one meets eligibility, WPS will arrange a refund by the pharmacy.

## MTI Successful in Securing TRO

Recently, **an MTI member was physically and verbally attacked by a student.** Unfortunately, the MTI member was injured and needed to seek medical treatment. He has now returned to work. Fortunately, the member immediately contacted MTI, and the Union filed a petition in Circuit Court seeking a restraining order against the student.

As is MTI's practice in such situations, MTI began working with legal counsel **Jordan Loeb**, Cullen Weston Pines and Bach. The next day Attorney Loeb was able to secure a temporary order keeping the student from further harassing the member. A few days after the temporary order was issued, MTI was in **Judge Hanrahan's** courtroom seeking a permanent order against the student. **Judge Hanrahan** heard the evidence and issued an order that the student *"cease or avoid harassment of the member. Avoid the residence and/or any premises temporarily occupied by the member"* and *"avoid contact that harasses or intimidates the member"* with contact to include *"contact at the member's work."* Because of the order, the student is now being educated off campus and will not be returning to the member's work location.

Anyone who has a similar experience should immediately contact MTI.

## School Calendars Slightly Amended

MTI teacher bargaining unit members, when voting to ratify the 2009-11 Collective Bargaining Agreement, agreed to modify the school calendars from those set forth in the ratification document. The revisions are as follows:

<u>2010-11</u>	Staff Development Day All Staff Day	August 30 August 31
<u>2011-12</u>	Staff Development Day All Staff Day	August 30 August 31
<u>2012-13</u>	New Teachers Days Staff Development Day All Staff Day 1 <sup>st</sup> Semester to Begin 2 <sup>nd</sup> Semester to Begin Last Day of School	August 27, 28, 29 August 30 August 31 September 4 January 22 June 13

## **SEE-MTI Know Your Rights: Service Bonus Rewards Long-term, Experienced Workers**

During the 1998-2000 SEE-MTI Contract Negotiations, *MTI and District negotiators agreed to a Joint Committee to explore the possibility of providing a supplemental retirement benefit for members of MTI's clerical and technical bargaining unit* (SEE-MTI). The work of the joint committee resulted in a report in which the parties agreed that the matter should again be discussed in negotiations. During the 2000-02 SEE-MTI Contract negotiations, the Union proposed a supplemental retirement benefit for SEE-MTI members which was similar to that provided MTI-represented teachers via TERP (Teacher Emeritus Retirement Program). *The District, however, expressed concern about the negative impact on the MMSD of turnover among clerical/technical employees* (i.e. the loss of knowledgeable and experienced employees) *and was reluctant to agree to supplemental retirement benefits which may accelerate the rate of retirement and limited the offering of such a program to those retiring in the 2002-03 school year only.*

Given the District's concerns, **the parties changed their goal from providing additional resources to those who retire to providing additional resources to those who remain working by providing an incentive *NOT* to retire.** This led to the creation of the "Service Bonus" set forth in Section III-B of the SEE-MTI Collective Bargaining Agreement. Like longevity pay provisions (also contained in Section III-B), the Service Bonus provision rewards long-term employees with a lump-sum payment (as opposed to longevity pay which increases hourly pay). Under the Service Bonus benefit, once an employee achieves 300 months of service (25 years for a 12-month employee, 30 years for a 10-month employee), **they receive a \$1000 bonus on a separate check following their anniversary date. An additional \$1000 bonus is provided upon 324 months of service; \$1250 for 348 months of service and \$1500 for 372 months of service** (31 years for a 12-month employee, 37.2 years for a 10-month employee). *The service bonus not only provides additional money at the time of receipt, but also boosts future retirement benefits by increasing one of the variables used to calculate WRS retirement benefits, the three highest years of annual earnings.*

## **Cardinal Stritch Offering**

Cardinal Stritch University has recently instituted two master's degree programs which may be of interest to MTI members. They are *Master of Science in Educational Leadership* and *Master of Arts in Reading & Language Arts*.

All such credits and degrees are applicable for advancement on MTI's salary schedule (see Contract Section III-A and III-G).

Anyone interested should contact Katherine Wilkinson (1-800-347-8822 ext. 8709, [kwilkinson@stritch.edu](mailto:kwilkinson@stritch.edu)).

## **The Americans With Disabilities Act**

Title one of the federal Americans with Disabilities Act of 1990 (ADA) *prohibits employers from discriminating against qualified employees with disabilities in job application procedures, hiring, terminating, compensating, on the job training, and other terms and conditions of employment.* It also requires the employer to provide "reasonable accommodations" to enable employees with disabilities to participate as fully as possible in employment activities and other activities that take place within their schools or any other place where people gather.

An employee with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. An employee qualified under the ADA is defined as one who, with or without reasonable accommodations, can perform the essential functions of the job. Reasonable accommodations include (but are not limited to) making existing facilities readily accessible to and usable by employees with disabilities; job restructuring, modifying work schedules, or reassignment to a vacant position; and acquiring and modifying equipment or devices, training materials or policies.

The employer is required to make reasonable accommodations if it would not impose an undue hardship on the operation of the employer's business. An employer is not required to lower quality standards in order to provide an accommodation. An employer is not obligated to provide personal use items, such as glasses, as part of an accommodation.

MTI assists many members with ADA issues. If you have questions regarding the ADA, please contact Eve Degen ([degene@madisonteachers.org](mailto:degene@madisonteachers.org)) at MTI Headquarters.

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## **Calendar of Events/Deadlines**

- **Thursday/Friday, November 26/27 Thanksgiving**
  - **Tuesday, December 1, 4:15 p.m., Harmony Grill**  
MTI Special Education Sub-Committee
  - **Tuesday, December 8, 4:15 p.m., MTI**  
MTI VOTERS' Political Action Committee
  - **Monday, December 14, 4:30 p.m., MTI**  
MTI Board of Directors
  - **December 19 - January 3 Winter Break**
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## **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)