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# Solidarity!

## Sick Leave Bank

*The Sick Leave Bank* (see Section VII-G of MTI's Teacher Collective Bargaining Agreement) *is an innovative and progressive Contract provision and it is unique to teachers represented by MTI. Because of its value to those in need, unions across the country have tried to emulate it. A sign of Union solidarity, the Sick Leave Bank (SLB) has provided income to many teachers who otherwise would go without income.*

The SLB was created by MTI's 1980 negotiations. Days to fund the SLB are assessed in February, when the number of days required in the Bank falls below six per member of MTI's teacher bargaining unit. *Because the Bank is currently adequately funded, no assessment will be required in February, 2014.* It was originally funded by each member of MTI's teacher collective bargaining unit donating three sick days to the "Bank". The Sick Leave Bank *acts as a short-term disability policy for teachers forced to be off of work for medical reasons, and who have consumed their earned sick leave.* SLB benefits begin after a teacher has been absent eleven (11) consecutive work days and has exhausted his/her Personal Sick Leave Account. SLB benefits are payable for a maximum of forty-four (44) days, or until the Contract-provided long term disability benefit begins, whichever occurs first. **The SLB Contract provision enables pay at 100% of the individual's daily rate of pay for each work day from the SLB.** *Without the SLB, teachers without sufficient sick leave to cover an extended illness would be forced to go without pay until long term disability benefits begin when one is absent for 55 work days; i.e. until one qualifies for long-term disability coverage.*

Teacher recipients are not required to "repay" the Bank for days withdrawn; rather all teachers are assessed an additional day from their Personal Sick Leave Account, when the balance of days in the SLB drops below the contractually-defined threshold of six (6) days per teacher. *To help offset the need for assessment, MTI negotiated that 80% of the unused sick leave of the Retirement Insurance Account of one who resigns or dies is transferred to the SLB.* This has minimized the need for members of the bargaining unit to be assessed days to fund the Bank. **The SLB is yet another way that, through our collective efforts, MTI members are able to assist each other.**

The SLB is part of the Union's comprehensive Contract provision "**Income Continuation Plan**", which includes a **Retirement Insurance Account (RIA) by which one's contractually-provided insurance premiums can be paid following retirement from one's earned but unused sick leave.** One can earn 200+ days in his/her RIA. The RIA benefit is calculated by multiplying the number of earned, but unused sick leave days by one's daily wage at retirement. *The Income Continuation Plan dovetails one's sick leave earning, accrual and use; long term disability insurance; and insurance payments upon retirement (see Contract Sections VI-A and VII-G).*

## 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 2013-14 school year are due by **DECEMBER 1, 2013.**

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 2014-15, or to extend a leave of absence, must be made in writing through the principal/supervisor to Human Resources by **March 1, 2014.** A request for an academic leave or for an extension of same must be made to the Department of Human Resources by **May 1, 2014** 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.*

## MTI Election Results

At its November 19 meeting of the MTI Faculty Representative Council, **Andrew Waity** (Crestwood) was elected to fill the remainder of **Greg Vallee's** at-large position on the MTI Board of Directors. Vallee was elected Treasurer at the October meeting of the Council to fill the remainder of **Fred Rosevear's** term, who retired in June. Therefore, given that Vallee was elected Treasurer, nominations were entertained to fill the remainder of his at-large term. That term ends October, 2014.

## Our Union Makes Us Strong!

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

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

## American Association of Educators - Who Are They?

Teachers in Madison recently received an email inviting them to join AAE, and for a very inexpensive fee. For only \$15 per month, they say, one can be eligible to apply for a scholarship, receive a publication, and information on professional development. Plus, they claim none of their income will be spent on political action, and a member receives protection via liability insurance. The facts are, that none of what AAE offers is needed.

- MTI negotiates a Collective Bargaining Agreement, and enforces the Collective Bargaining Agreement via grievance and arbitration.
- MTI represents teachers who are challenged by the District.
- The District is responsible by Statute to provide liability insurance and MTI members receive additional liability coverage provided through membership as a result of MTI's affiliation with WEAC & NEA.
- AAE is anti-union. They even tried to stop the Kenosha School Board from ratifying the new recently agreed-upon Contracts.

According to the Massachusetts Teachers Association, "The American Association of Educators, is a group backed by some of the deepest pockets in the anti-public education movement (think Koch brothers). The AAE is partnering with the National Right to Work Committee to encourage educators to give up their (Union) membership and join an organization that has affiliates covering just six states. Right-wing foundations provide nearly all of the money to (operate) the AAE Foundation."

AAE was able to write to each Madison teacher because they obtained teachers' email addresses via an open records request from the District.

## 504 Plans

They certainly look like IEPs, but the District says they're not. And, in fact they aren't. A 504 Plan develops accommodations that enable a child access to **grade-level content**. They are intended to reduce or eliminate the effects of a student's disability or level of language acquisition; **they do not reduce learning expectations. If a student requires extensive modifications to access an education, they should be referred for an IEP evaluation, not a 504 Plan.** Two years ago, criteria to enable access to these accommodations were greatly reduced, opening the door to easier access. What that means for Madison Metropolitan Schools is that far more 504 plans are demanded.

MTI's current Collective Bargaining Agreement does not provide additive compensation for their development or meetings associated with 504 Plans. So, despite the fact that they look like an IEP, and are time-consuming to develop, members are not limited in the number they can be assigned and are not compensated for attending 504 meetings. **District management agrees, however, that teachers cannot be mandated to stay after Contract hours and can request compensation from their principals for attending 504 meetings after Contract hours.** Further, teachers do not have to give up their planning time to meet regarding a 504 Plan. Teachers who are asked to attend such a meeting during their planning time should request compensation.

## Inclement Weather & Closing School

All five MTI Collective Bargaining Agreements with the District contain provisions which deal with the impact on members should schools be closed. Given winter's sometimes severe weather, these Contract provisions are called to the attention of those who are represented by MTI.

**The pivotal Contract is that governing members of MTI's teacher bargaining unit.** Section V-K provides that should schools be closed or the opening of school delayed, that notice will be on local radio stations by 6:30 a.m. Should schools be closed, teachers will be compensated for the day on their regular monthly payroll check. Section V-K of MTI's Teacher Contract also covers therapy assistants, interpreters, science materials specialists and special needs nurses.

**Bilingual Resources Specialists:** BRS are governed by Addendum F of MTI's Teacher Contract. Under this Addendum, BRS who are tardy or absent due to inclement weather are allowed to receive compensation by using personal illness leave or electing to make up the time by performing their regular duties or participating in staff development/training opportunities offered by the District.

**EA-MTI:** The EA-MTI Contract provides that EAs are allowed **the option of using personal illness leave** to receive payment for time missed due to school closings, along with being able to be paid up-front provided one makes up the missed time by attending District-provided staff development/training or by performing her/his regular duties within one week of the end of the school year.

**SEE-MTI:** The SEE-MTI Contract provides that when a member of the SEE-MTI bargaining unit is absent from work for more than one hour on a "snow day", or other emergency school closing, in addition to vacation time and compensatory time, the employee shall have the option to use **floating holidays** or **personal illness leave** to receive compensation for such days. In addition, said individuals are provided the option of receiving pay for the snow day **during the payroll period in which the snow day occurs** (without utilizing any accrued time) provided the employee makes up the time by attending District-offered **staff development/training** opportunities by the end of the school year. Said individuals will also continue to have the option to make up the time by performing their regular duties provided they have their supervisor's approval.

**SSA-MTI:** The SSA-MTI Contract provides the options of using **personal illness or floating holiday time** to receive payment for time missed, along with being able to be paid up-front, provided one makes up the missed time by attending District-provided staff development/training or by performing her/his regular duties within one week of the end of the school year.

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## Calendar/Events

- **Monday, November 25, 6:00 p.m.**  
Doyle McDaniels Auditorium  
BOE Regular Meeting
- **Tuesday, November 26, 4:00 p.m., MTI**  
MTI Handbook Committee
- **Thursday/Friday, November 28/29**  
Thanksgiving Break - No School