BEFORE THE
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

MADISON TEACHERS INC.

v.

MADISON METROPOLITAN SCHOOL DISTRICT

PROHIBITED PRACTICES COMPLAINT

1. Madison Teachers Inc. (“MTI”) is the labor organization duly elected and recognized as the exclusive representative, pursuant to Wis. Stat. § 111.70, of the bargaining units of (a) teachers, (b) educational support staff and (c) substitute teachers employed by the Madison Metropolitan School District (“MTI’s bargaining units”). MTI’s principal place of business is at 33 Nob Hill Road, Madison, Wisconsin, 53713. MTI’s phone number is (608) 257-0491. MTI’s Executive Director is Edward Sadlowski, whose email address is esadlowski@madisonteachers.org.

2. Madison Metropolitan School District (“MMSD”) is a municipal employer school district organized and existing under Wisconsin law. Its administrative offices are located at 545 W. Dayton Street, Madison, Wisconsin, 53703. The switchboard telephone number for MMSD is (608) 663-1879, and the phone number for the Office of the Superintendent is (608) 663-1607.

3. As the duly recognized labor representative of MTI’s bargaining units, MMSD is obligated to collectively bargain exclusively with MTI over the subject of base wages. Wis. Stat. §§ 111.70(1)(a), 111.70(2), 111.70(4)(mb)1.

4. It is a prohibited practice for MMSD to attempt to bargain over base wages with anyone other than MTI’s chosen bargaining teams, including directly with the individual members of MTI’s bargaining units. Wis. Stat. § 111.70(3)(a)4.

5. It is also a prohibited practice for MMSD to threaten reprisal if MTI does not agree to forego base wage increases for the coming school year (2020-2021) for members of MTI’s bargaining units, as such a threat tends to interfere with, restrain or coerce employees in the exercise of their Sec. 111.70(2) rights. Wis. Stat. § 111.70(3)(a)1.

6. On Friday, June 5, 2020, MMSD Acting Superintendent Jane Belmore sent an email to all MMSD staff, including all members of MTI’s bargaining units, with the subject “Staff Input on Budget Challenges and Fall Intentions Needed by
June 10.” The email included a link to a Survey of two questions. A copy of the email and survey questions are attached hereto as Exhibit A.

7. The question on “Budget Options” described a $5M to $9M “budget gap” and asked recipients to “choose” between the following two options:

   Maintaining compensation increases for staff with steps/longevity, lanes and a 1% base wage increase ($8M budgeted), but eliminating 92 more FTE positions before August and redoing staffing plans for the fall.

   Freezing steps/longevity and base wage increases for one year, while maintaining lane movement, and avoiding any elimination of FTE positions and avoiding significant changes to our staffing plans or class sizes for the fall.

8. As of June 5, 2020, MMSD had not communicated any bargaining proposal to MTI for the 2020-2021 contract year.

9. By the above-described actions, MMSD sought to bypass the collective bargaining representative of MMSD’s employees and directly deal with those employees represented by MTI.

10. By the above-described actions, MMSD threatened reprisal of eliminating 92 FTE positions and “redoing staffing plans for the fall” unless MTI accepts on behalf of its bargaining unit members (in part) no increase in base wages for the 2020-2021 contract year.

11. By the above described actions, MMSD engaged in prohibited practices, in violation of Wis. Stat. §111.70(3)(a)1. and 4., including by engaging in behavior that has a reasonable tendency to interfere with, restrain or coerce employees in the exercise of their rights under Wis. Stat. § 111.70(2) and by attempting to bargain over base wages directly with individual members of MTI’s bargaining units. See Random Lake School District, Dec. No. 29998-C (8/02).

12. As the remedy for the prohibited practices described above, the Wisconsin Employment Relations Commission should:
   a. declare that MMSD has committed the prohibited practices alleged above;
   b. order MMSD to cease and desist conducting its survey on the above-referenced question (i.e., take the survey down from the internet) and discard all responses collected without reviewing them;
   c. order MMSD to cease and desist from attempting to engage in individual bargaining with members of MTI’s bargaining units;
   d. order MMSD to cease and desist from threatening reprisal toward MTI’s bargaining unit members if they, through their exclusive representative, MTI, do not agree to freezing base wages for the 2020-2021 school year;
   e. notify all staff at MMSD of the Commission’s findings and disposition of this Complaint by circulating by email a notice to each and every staff
member, with a copy to MTI, and posting a notice in conspicuous places in each and every school within MMSD upon staff return for the start of the 2020-2021 school year, which shall remain in place for at least 30 days upon their return;

f. order MMSD to formally open bargaining with MTI when it is prepared to do so, or engage in good faith bargaining with MTI should MTI formally open bargaining first;

g. direct MMSD to advise the Commission and MTI within 20 days of the date of the order as to what steps it has taken to comply with the order;

h. order MMSD to take such other and further action as the Commission deems proper.