

2013-14 Teacher Collective Bargaining Agreement

The following provides a *revised* summary of the changes negotiated for the 2013-14 MTI Teacher (MTI) Collective Bargaining Agreement covering all in MTI’s “Teacher” bargaining unit.

The Union achieved the #1 priority expressed by members of MTI’s five bargaining units in the recent survey, i.e. protecting their Contract rights and benefits, and keeping their Union Contract. *The “just cause” standard for any kind of discipline or dismissal is intact, as is arbitration by a neutral third party of any such action by the District, and of all claims that District administration violated the terms of an MTI Contract.* The Union was also successful in **preserving salary and wage schedules, as well as fringe benefits**, another priority of members responding to MTI’s survey.

Of significance to senior teachers is that the **Union preserved the *Teacher Emeritus Retirement Program (TERP)*** and the ***Retirement Insurance Account (RIA)*** by which one’s insurance premiums can be paid from earned, but unused sick leave.

Representing the MTI bargaining team in these negotiations, supported by the EA-MTI, SEE-MTI, SSA-MTI and USO-MTI bargaining teams, were MTI President Kerry Motoviloff, Past-President Peggy Coyne, Bargaining Team members Nancy Curtin, Holly Hansen, Mike Lipp and Steve Pike assisted by MTI Assistant Director Doug Keillor and MTI Executive Director John Matthews.

<p>Section I-B Collective Bargaining Representative</p>	<p>The District’s proposal to amend the work preservation clause, the Contract provision which assures that union members’ work will not be contracted-out, was the most contentious issue in negotiations. Every attempt by MTI to modify the District’s proposal was rejected. The District even rejected MTI’s proposal to limit sub-contract work to that “which cannot be met by District staff and programs”. MTI’s proposal was patterned after Supt. Belmore’s letter to District staff, wherein she stated that the District <i>“would plan for very limited use of this change”</i>, that they were <i>“proposing the removal of the work preservation clause”</i> because <i>“there are individual students whose needs can be met by valuable programming in the community.”</i> If this statement was of honest intent, MTI’s counter proposal was in-line with Belmore’s statement. Yet, neither she nor Board of Education members would agree with MTI’s counter proposal.</p> <p>The Contract provision still provides that any employee of the District must be a member of MTI’s teacher bargaining unit. Contrary to the description in Belmore’s letter, Board President James Howard said in a later interview that the change enables <i>“flexibility to contract-out with certified teachers”</i>. Not so Mr. Howard.</p>
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Section II-A Conference and Negotiation	Provides a one-year Contract beyond the current Contract; i.e. covering the period 7/1/13-6/30/14. New hires for 2013-14 will be paid at Level 6 of the salary schedule. Individual contracts will not be issued each year until May 15.
Section III-A Salary	The salary schedule remains as previously agreed upon; however, the District may unilaterally increase (but not decrease) wages on or after July 1, 2013. The District was not willing to agree to a wage increase not knowing the impact of Governor Walker's budget on the District.
Section III-B Salary Index	Previously negotiated salary index remains in place enabling teachers salary advancement based on years of service and achieving further academic and professional advancement credit (see Sections III-A, III-G, III-H).
Section III-F Schedule Placement	Enables District management to place a new hire anywhere on the salary schedule and to pay a signing bonus, in any amount. <i>District proposed this as a means to further diversify the teaching staff, as part of their plan to close the achievement gap.</i>
Section III-G Improvement Levels	Mandates that the District pay overload compensation after 25 hours of instruction or other teaching duties per week or after teaching an additional Carnegie unit beyond 5 Carnegie units.
Section III-H Professional Advancement Credit	Limits professional advancement credits to three (3) per experience. <i>(Note: for independent projects one should restrict the number of hours mandated by Section III-H.)</i>
Section III-K Learning Coordinator – Department Chairperson – Unit Leader – Program Support Teacher	Re-titled: Additive Wage Positions Service in the following positions qualify for the additive of 7% of Level 4, Track 1 of the salary schedule: Learning Coordinator; Department Chairperson; Program Support Teacher; Teacher Leader; Dean of Students; Positive Behavior Intervention System Coach; Staff Development Specialist/Planner; Student Engagement Coordinator; Principal Designee/Teacher in Charge (limited to one per building). <i>District proposed this as a means to further diversify the teaching staff, as part of their plan to close the achievement gap.</i>
Section III-L Extra Duty Compensation Schedule	The District's proposal amended the Extra Duty Compensation Schedule to cause all positions on the Extra Duty Compensation Schedule (primarily coaches) to be subject to annual reappointment and no longer provide preference to qualified faculty members (i.e. internal and external candidates will be considered equally). <i>District proposed this as a means to further diversify the teaching staff, as part of their plan to close the achievement gap.</i>
Section III-R Class Covering	Teachers will be paid the class covering additive when covering the entire class of another and whether or not they lose their planning time (see Section V-P [III-R] Contract provision).
Section IV-B Substitutes, New Hires (Teachers) and Replacement Teacher	The District and MTI agreed to replace temporary contract teachers with extended long-term substitutes with the understanding that extended long-term substitutes will have the same wages and benefits previously offered to temporary contract teachers. All

	provisionally licensed teachers will now be issued regular contracts.
Section IV-E Assignment, Reassignment and Involuntary Transfer	Editorial revisions regarding 2011 negotiations.
Section IV-F Voluntary Transfer of Assignment	<p>Re-titled: Teacher Assignment, Surplus, Vacancies & Transfers Contract provisions previously set forth in Section IV-O are now, in part, also referenced in this Section (see Section IV-O). Surplus will continue to be declared by inverse seniority and those declared surplus will be first re-assigned prior to the posting of vacancies. That will occur prior to May 1. The District will determine who will now be surplussed if there is a tie in seniority.</p> <p>Vacancies will be posted from May 1 until June 15, which limits voluntary transfers in the spring/summer to those posted vacancies. <i>The District proposed this as a means to further diversify the teaching staff, as part of their plan to close the achievement gap.</i></p>
Section IV-G Probationary Period	Service while working under a provisional DPI license will not satisfy one's probationary period.
Section IV-H Teacher Evaluation	Teachers, during one's probationary period, will be evaluated by December 15 and April 15. Non-probationary teachers being considered for non-renewal will be evaluated not later than April 15.
Section IV-I Nonrenewal of Probationary Teacher	The April 15 evaluation will be the final evaluation for those in this category.
Section IV-J Nonrenewal of Non-probationary Teacher	A recommendation for non-renewal of a non-probationary teacher's contract must be made by April 30 and the BOE must serve notice of renewal/non-renewal by May 15.
Section IV-O	Provisions relative to one being declared surplus and reassigned from surplus have been moved to Section IV-F.
Section IV-Q Temporary Contract	The Contract for those previously employed under temporary contract has been deleted. Under Contract revisions circumstances now dictate one will either employed under regular contract or as an extended employment substitute. There will be no loss in benefits (see Section IV-B above).
IV-T Assumption of Other Duty; Teacher in Charge	One serving as "teacher in charge" will now be compensated under Section III-K (see Section III-K in this document).
Section V-I Hours of School	<p>Terms changed to enable the District to post new teaching positions with starting and ending times different than that set forth in the newly created Contract. For example, rather than 8:00a.m. to 4:00p.m., a new high school position could be posted as 10:00a.m. to 6:00p.m. This change applies to elementary, middle and high schools. <i>District proposed this as a means to further diversify the teaching staff, as part of their plan to close the achievement gap.</i></p> <p>Terms were also changed for middle and high school teachers</p>

	relative to the definition of full-time. Full-time continues to be limited to twenty-five (25) hours of classroom instruction or any other combination of assigned regular teaching duties per week, but no longer sets a limit of five (5) classes per day. However, an assignment of an additional Carnegie Unit class beyond five (5) Carnegie Unit classes qualifies for overload pay per Section III-G.
Section V-K School Calendar	The calendar for 2013-14 follows the usual pattern of negotiated calendars is appended to this document. Beginning with the 2013-14 school year, there will be two rather than three voluntary days. This is to accommodate another day of professional development. <i>District proposed this as a means to further close the achievement gap.</i>
Section V-M Parent-Teacher Conferences	Beginning with the 2013-14 school year, the District can require “up to” two mandatory evening parent-teacher conferences. On days after the evening parent-teacher conferences, no students will be present. <i>District proposed this as a means to further close the achievement gap.</i>
Section V-P Planning Time	Editorial changes. See Early Monday Release/Planning Time appended to this document.
Section VI-A Absence Allowance	Revision is editorial to coordinate with revision in one working as “extended long-term substitute”, rather than under temporary contract (see Section IV-B).
Section VI-B Leaves of Absence	Revision is editorial to coordinate with revision in one working as “extended long-term substitute”, rather than under temporary contract (see Section IV-B). Those teachers commencing medical leaves after June 30, 2013, will only have the right to return to active employment for two years. Said teacher thereafter must reapply for employment.
Section VI-D Military Leave/Peace Corps/Vista/Americorp	Revision is editorial
Section VII-A Life Insurance	Revision is editorial to coordinate with revision in one working as “extended long-term substitute”, rather than under temporary contract (see Section IV-B).
Section VII-B Health Insurance	The District has agreed to offer Unity Health Insurance to assure access to UW Health providers, given the decision by Physicians Plus not to enable access to UW providers after June 30, 2013. Unity advised that they will not participate in a District plan if Physicians Plus is also available. The District has the discretion to require employees to contribute up to 10% of the premium after July 1, 2013.
Section VII-C Income Protection Long Term Disability	Revision is editorial to coordinate with revision in one working as “extended long-term substitute”, rather than under temporary contract (see Section IV-B).
Section VII-G Income Continuation Plan	Revision is editorial to coordinate with revision in one working as “extended long-term substitute”, rather than under temporary contract (see Section IV-B).

Section VIII-B Adoption of Board Policies	The Board of Education insisted that this Contract provision be modified by deleting that “hours and conditions of employment” could not be unilaterally revised by them, given the new authority granted them by Governor Walker’s Act 10.
Section VIII-D Workstoppage	MTI agreed that there would be no strikes, workstoppages, or slowdowns during the term of the Contract.
Memoranda of Understanding	Memoranda of Understanding which are negotiated with the Collective Bargaining Agreement, and have the same duration have been continued. Titles follow with modification noted. All such Memoranda are appended.
M of U Teacher Emeritus Retirement Program	Continuing through 2013-14. See also Layoff - Retirement
M of U La Follette Four Block	Block modified to be 90 minutes or two 45 minute periods. The maximum load revised from one teaching 3 of 4 blocks to 270 minutes per day. The limit of 83 students per teacher per term was eliminated. “B-1” days have been deleted. They were days on which professional collaboration and planning occurred.
Mo f U Ready Set Goal Conferences	Compensation for conducting RSG Conferences has been clarified.
M of U LEA Representative	
M of U Intermittent Absences and Sick Leave Bank Eligibility	
M of U High School and Middle School Professional Collaboration	Middle Schools have been added
M of U Evening At-Risk Alternative Programs	
M of U Guidance Counselors for Evening At-Risk Alternative Programs	
M of U Missed Transfer Deadlines	
M of U Layoff – Retirement	
M of U Leave of Absence	
M of U Reduction in Contract	
M of U Personal Leave	
Monday Early Release/Planning Time	<p>An agreement was reached to modify the recommended schedule for elementary school Monday Early Release.</p> <p>1st Monday of the Month – 1 hour 45 minute staff meeting 2nd Monday of the Month – 1 hour 45 minutes of individual planning time. 3rd Monday of the Month – 1 hour 45 minutes of professional development. 4th Monday of the Month – 1 hour 45 minutes of individual planning time. 5th Monday of the Month (when such occurs) – 1 hour 45 minutes of professional development.</p>