



Solidarity!

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What Does Your MTI Contract Do for You? *Just Cause*

JUST CAUSE does not mean “*just because*”. It establishes standards and procedures which must be met before an employee can be disciplined or discharged. Fortunately, for members of MTI’s bargaining units, all have protection under the **JUST CAUSE STANDARDS**. They were negotiated by MTI to protect union members.

There are *seven just cause tests*, and *an employer must meet all seven in order to sustain the discipline or discharge of an employee*. They are: *notice; reasonableness of the rule; a thorough and fair investigation; proof; equal treatment; and whether the penalty reasonably meets the alleged offense by the employee*.

MTI’s various Contracts enable a review and binding decision by a neutral arbitrator, as to whether the District’s action is justified. The burden of proof is on the District in such cases.

These steps are steps every employer should have to follow. Unfortunately, every employer is not obligated to do so. However, MMSD must follow them, because of the rights provided to MTI members by MTI’s Contracts. *Governor Walker’s Act 10 destroys these protections. MTI has preserved them.*



February & March Deadlines

Salary Advancement Credit for passage over a salary barrier or for salary track advancement, effective with the beginning of the second semester, are due in the office of Human Resources by 5:00 p.m., **February 1**.

Sabbatical Leave applications for either the first semester of the 2014-15 school year or for the entire school year are due in the MTI Office by 5:00 p.m., **February 1**.

Teacher Retirement and Teacher Emeritus Retirement Program (TERP) enrollment applications are due in the office of Human Resources by 5:00 p.m., **February 15**.

Temporary Reduction of Contract to Part-Time with the Right to Return to Full-Time (see Contract Section IV-W). Full-time teachers who wish to work part-time may do so for one year and have the right to return to full-time regular employment commencing with the subsequent school year. Requests for participation must be made in writing to the District’s office of Human Resources on or before **March 1 for the 2014-15 school year**. *Reducing one’s contract without doing so by using this contract provision has major negative implications. Members considering this are urged to contact MTI Headquarters (257-0491).*

(Note: Contract deadlines which occur on weekends are extended to the following Monday.)

Wisconsin Labor History Society’s High School Essay Contest Submission Deadline February 14

Since 1983, the Wisconsin History Society (WLHS) has sponsored an annual **labor history essay contest** for high school students as a way of encouraging students to become more aware of Wisconsin’s rich labor history. WLHS’s 2014 essay contest invites all students in grades 9-12 to write 750 words on the topic, “*Unions have been important to my family and community because...*” Prizes will be awarded to contest winners from \$100 to \$500. For more information, contact Professor Harvey Kaye, Center for History and Social Change, UW-Green Bay (kayeh@uwgb.edu) or visit the WLHS website: www.wisconsinlaborhistory.org.

MTI activist, Bargaining Committee member and Faculty Representative **Laurie Solchenberger** (Lincoln Elementary), who shows further leadership by including labor history in her curriculum, serves on the Board of Directors of the Wisconsin Labor History Society.

Our Union Makes Us Strong!

MTI’s web page - www.madisonteachers.org

MTI’s email - MTI@madisonteachers.org

When a District Employee Is Hired into Another Bargaining Unit

Section III-I of MTI's Educational Assistants Collective Bargaining Agreement and Section III-J of MTI's Supportive Educational Employees Collective Bargaining Agreement grant the following rights to an employee who transfers from one MTI bargaining unit to another. Each Agreement provides that the *employee be given credit for total years of service from the date of original hire for provisions relating to wages and longevity; and that sick leave be converted based on dollar value of earned days/hours from the old position to the new position.*

Section IV-K of the USO-MTI Collective Bargaining Agreement provides *substitute teachers hired under regular contract up to five years of experience credit on the salary schedule for years in which they have worked at least 100 days as a substitute teacher.*

Transportation of Pupils

MTI's Teacher Collective Bargaining Agreement (Section VI-R) restricts the circumstances under which a teacher may be requested/required to transport District pupils. Even under the circumstances set forth in the Contract, the pupil may only be in a teacher's private car or station wagon (*i.e., vans shall not be used unless such has been inspected as a school bus and the driver has a school bus driver's license*).

Transporting pupils in a teacher's private car may only occur under the following circumstances: the teacher's supervisor has previously approved such transportation in writing and the teacher's immediate supervisor has determined that such transportation is in compliance with the requirements of the appropriate Wisconsin Statutes. Any teacher who is authorized, in writing, to transport students per this section must carry insurance in the amount of: \$100,000 bodily injury liability for one person; \$300,000 bodily injury liability for each accident; and \$50,000 for property damage. Under the terms of the Teacher Contract, the Board of Education pays this difference in premium between liability coverage of \$15,000/\$30,000/\$5,000 and the above.

EA-MTI and SSA-MTI Membership on the Rise

MTI represents over 600 Educational Assistants, Bilingual Educational Assistants, Special Education Assistants, Parent Liaisons, Nurses' Assistants, Clerical Education Assistants and Security Assistants. Of that number, about 85% are members of their Union. As with MTI's "Teacher" bargaining unit, **that number has been rising since Governor Walker, as he described it, "dropped the bomb" on public employees and collective bargaining nearly three years ago.**

There are currently 129 EAs and 2 SSAs who are not members of MTI. These individuals choose to be "fair share" contributors – *that is, they pay a maintenance fee to the Union for all of the rights and benefits MTI has negotiated for them and provides to them, even though they are not members of the Union.* These individuals have no voice in what issues MTI pursues; how MTI is governed; and they can't vote on MTI contracts or in the election of MTI officers.

EA-MTI Building Representatives in each school receive, on a monthly basis, updated lists of members and fair share contributors. EA Building Reps also meet monthly to discuss issues of concern to all MTI members. ***What can you do to ensure that EA-MTI and SSA-MTI remain strong bargaining units within MTI?*** Ask your EA Building Rep for the names of any remaining fair share contributors in your school, and have a discussion with those individuals about the many rights and benefits MTI has negotiated on their behalf, e.g., experience and longevity pay increases in addition to negotiated raises, fully-paid health insurance, due process, sick leave, more paid holidays than any other Assistant group in the state, and FMLA integration, to name a few.

Calendar & Events



- **Monday, January 27, 6:00 p.m.,** McDaniels Auditorium
BOE Regular Meeting
- **Monday, February 3, 5:00 p.m.,** Doyle, Room 103
BOE Instruction Work Group
- **Tuesday, February 4, 4:15 p.m.,** MTI
MTI Special Education Sub-Committee
- **Wednesday, February 5, 4:15 p.m.,** MTI
EA-MTI Board of Directors
- **Monday, February 10, 4:30 p.m.,** MTI
MTI Board of Directors
- **Monday, February 10, 5:00 p.m.,** Doyle, Room 103
BOE Operations Work Group



Show **SOLIDARITY** with your MTI Sisters & Brothers. Wear **MTI RED** on **MONDAYS!**