

June 2, 2008

Madison Teachers Inc.
Press Release:

MTI PREVAILS IN ATHLETIC DIRECTOR CASE

In May 2007, District management recommended to the Board of Education that they include in the District Budget the replacement of each high school's Athletic Director, a position within MTI's teacher bargaining unit, with an two managerial positions. When the Board agreed, the District proceeded to hire, from outside the District, two management Athletic Directors, one for East/LaFollette and one for West/Memorial. MTI challenged the District's conversion of the position to a managerial one, claiming that the AD position had been legally defined as being within MTI's bargaining unit; i.e. that the work belonged to MTI represented District staff, and could not be assigned to District management.

It discussions between the Union and the District aimed at resolution of the dispute, the District first offered to make the position a half-time one at each high school, claiming that the position could be accomplished by the AD working half-time as a teacher and half time as an AD. Working with the four Athletic Directors, MTI Executive Director John Matthews told District management that, in the opinion of the AD s, the position could not be accomplished by one working half-time; that indeed, the AD s worked far longer than an eight-hour (8) day to assure that their AD responsibilities were successfully completed. The AD s opined that making the position half-time was not only unfair to them, but to the student athletes. The District then offered the position, as a managerial one, to each of the then sitting AD s. Each refused to apply, again claiming that a position over two high schools could not be successfully accomplished. It was at this time that the District proceeded with recruiting externally for the managerial position.

Matthews then advised the District not to go forward with their planned hiring, claiming that an error in judgment could cost the District approximately \$400,000, given that new managerial staff would have two-year contracts. The two year contracts including wages and fringe benefits for the two-year period, and possible back pay to the four Union represented Athletic Directors, should the Union prevail in the arbitration of its grievance, would approximate \$400,000.

In its defense of the Union's grievance, the District argued that it had followed its Contract with the Union by declaring the four AD s as "surplus", under the terms of the Contract. The Union rebutted this claim stating that the positions were not eliminated, but remained in substance, that the work of the prior AD s was simply being done by the newly employed management staff. The District also argued that a decision by the Wisconsin Employment Relations Commission (South Milwaukee School District, WERC Case 47, No. 60028) supported their replacement of the AD s with managerial staff, a case that they claimed enabled them to reorganize the staffing/work of the position. The Arbitrator rejected the District's claim, opining that the MTI/MMSD

dispute is a contractual one, and that by entering into the 2007-9 MTI/MMSD Collective Bargaining Agreement that the District had promised the work to members of MTI's teacher bargaining unit. The Arbitrator stated, "No amount of reassignment of duties or creation of superficial boundaries can change that."

The Arbitrator's Award provides reinstatement of the four Athletic Directors, Tim Ritchie, Memorial; Boyce Hodge, West; Rick Raatz, East; and Jim Pliner, LaFollette. Each was also awarded full back pay and replacement of any financial loss, suffered as a result of the District's action.

Matthews said that this is a major victory for the MTI and its members, as well as for the entire labor movement, especially those in Wisconsin's public sector.

Arbitrator's Award attached.