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Solidarity!

ACT 10 Ruled Null & Void

MTI's September 14 Circuit Court victory, in which **significant portions of Governor Walker's union busting legislation (Act 10) were found to be unconstitutional**, has gained world-wide attention. Recognition has been noted twice in The Wall Street Journal, along with articles in The New York Times, The Washington Post, The Boston Globe, in Great Britain, and numerous newspapers throughout Wisconsin. It has also been the subject of daily TV and radio coverage. **Announcement of the decision received a standing ovation at the Fighting Bob Fest**, and at the **Osaka, Japan Social Forum**. Public employees in Osaka are suffering from Act 10-like legislation.

MTI Executive Director **John Matthews hailed Judge Colas' decision as restoring the basic rights of collective bargaining to Wisconsin's public employees**. He said, *"This is the ticket to restoring employees' equal voice in the workplace, and the means of assuring justice for those not only represented by MTI, but by numerous other Wisconsin public sector unions."* MTI has requested that the Madison Metropolitan School District **timely engage in collective bargaining with MTI to establish contract terms for MTI's five (5) collective bargaining units, for the 2013-14 contract term**.

The State has asked Judge Colas to stay (delay) implementation of his decision pending appeal.

Teachers: Give Yourself a Raise Credits for Salary Advancement October 1 Deadline

MTI's Teacher Contract requires that teachers, prior to level 15 of the salary schedule, earn 6 credits to cross from salary level 8 to 9, and 12 to 13. After level 15 is achieved, one must earn 3 credits each 2 years to move to the next incentive level.

MTI requests information annually from the School District to assist those members whose wage placement has been frozen. In negotiations, MTI gained a provision which allowed a teacher whose salary had been "frozen" to advance to their proper placement upon the submission of required credits. If a member's salary has been frozen in error and/or in violation of the Collective Bargaining Agreement, then MTI can seek retroactive payment. Members are advised to confirm salary schedule movement and that they are being paid correctly. If the action was done in accordance with the Collective Bargaining Agreement, MTI has no ability to seek monies lost in the interim.

MTI's Teacher Contract provides the means for one to satisfy the vertical salary barrier requirements between levels 8 and 9, 12 and 13, and each level after 15, by one earning Professional Advancement Credits (PAC). **Professional Advancement Credits, under MTI's Contract, can be academic credits or credits granted by the joint MTI-MMSD PAC Committee for inservice courses, independent study, committee work, conference/convention attendance, and professional writing/research pursuant to Section III-H of the Contract.**

PAC credits can also be used to move from one track on the salary schedule to another, except for tracks 4, 7 and 8. **Track movement increases one's salary an additional 2.5%.**

*To cause a retroactive salary adjustment effective with the commencement of the first semester, the application for credit should be submitted by **October 1**.* Wage increases under these circumstances will result in the increased wage being paid in equal installments beginning November 1 for the remainder of the school year. *Credits which are on file with the District Department of Human Resources by **July 1** will be reflected by an adjustment in wages effective October 1. Credits submitted by **February 1** will*

cause a retroactive wage adjustment effective with the beginning of the second semester.

MTI's Contract enables teachers to BANK credits which are in excess of those needed to cross improvement and incentive levels.

Chicago to Madison, Teachers Fight, Teachers Win!

Nearly 90 union activists took buses from Madison to Chicago on September 15 in support of the striking Chicago Teachers Union. The journey started at 7:30 a.m. at the Memorial Union where students affiliated with the TAA and ISO jumped on and met a second contingent of labor activists, including many **MTI members and Madison firefighters**, at the Labor Temple. While somber given the CTU strike, *the mood was upbeat given the ruling from the previous day that Governor Walker's anti-union legislation was null and void and, therefore, restored collective bargaining for school district and municipal workers.*

Upon arrival at Chicago's Union Park, attendees were greeted with enthusiastic cheers and thanks for showing Solidarity with Chicago teachers who are not only *fighting for better working conditions, but to improve learning conditions for Chicago's 350,000 public school students, 86% of which qualify for free or reduced lunch.* MTI President **Kerry Motoviloff** spoke to the crowd of an estimated 30,000 teachers, parents, labor activists and other supporters about *how the fight for public education and collective bargaining in Chicago is similar to Wisconsin's struggle, with Chicago Mayor Rahm Emanuel following Governor Walker's footsteps.* Following several enthusiastic speakers, the mass of red-shirts and picket signs marched from Union Park to Garfield Park through a residential neighborhood past several Chicago Public School Buildings. Neighborhoods cheered, including many CPS students sporting signs reading **"I support my teacher."** To read more about the Chicago Teachers struggle, see MTI's website, www.madisonteachers.org.

WRS Retirement Contribution Adjustment May Impact Employee Paychecks in January 2013

Each year, the Wisconsin Retirement System adjusts the required contribution necessary to fund retirement benefits promised to current and future retirees. Currently, MMSD employees have a retirement contribution of 11.8% of earnings deposited into their WRS account. Of this, 5.9% comes from employee contributions with the remaining 5.9% contributed by the employer. This contribution is adjusted annually depending on the funding requirements of the WRS and has historically increased by only a couple tenths of a percent (0.2%) in most years. Some may recall that the employee contribution increased from 5.8% to 5.9% in January, 2012, the last time the amounts were adjusted.

This month, the WRS Board will be meeting to set the WRS contribution amount to take effect in January, 2013 and preliminary information suggests that the *total* contribution could **increase to between 12.8% and 13.8%** of earnings. Since employees pay half the contribution, these preliminary figures suggest that the employee contribution could increase by 0.5% to 1% of earnings (increasing the employee contribution from 5.9% to 6.9%). Such could result in a potential reduction in take home pay of 1%. **Keep in mind that this is preliminary information and actual rates will be determined at the WRS Board meeting in September.**

According to the WRS, this potentially significant increase in contribution rates is caused by: 1) the continuing impact of the 2008 market crash and 2) **cost impacts of WRS changes enacted by Act 10.**

Due to the "risk sharing" design of the WRS, any funding shortfalls are made-up for by a combination of increased contributions from active employees (which are shared between employees and employers) and decreased dividends for retired employees. Therefore, while active employees may see their required WRS contributions increase by 1% of salary in January, many retirees saw their monthly benefits decrease by 7% last spring.

Since Act 10 took effect, requiring employee WRS contributions, some public employers have helped mitigate the cost to their employees of the WRS contribution by providing off-setting wage increases (e.g. providing a 1% wage increase to offset each 1% increase in mandatory employee retirement contribution). Dane County and the City of Madison are examples of such employers. So far, the MMSD has not taken that route and MMSD employees have seen their take home pay cut by 5.8% in September 2011, with an additional 0.1% cut (for a total of 5.9%) effective in January 2012, when the WRS last set the annual contribution rate. How the MMSD Board of Education decides to respond to this potentially significant increase in contributions remains to be determined.

Teachers and Involuntary Transfer

Should the District, based on pupil enrollment, **determine to reduce staff at a given school by involuntarily transferring a teacher due to a "substantial change in the school's enrollment or substantial program change", they may do so within the first 25 days of school**, under the terms and conditions of the **MTI/MMSD Teacher Collective Bargaining Agreement**, but only in accordance with the terms set forth in Section IV-E.

MTI's Contract provides that such transfer "*shall be the least senior teacher in the grade level (unit, grade or grade combination; e.g. 1-2) and/or department or subject (whichever is appropriate) from which the transfer must be made*". The Contract also provides that "*any teacher so transferred shall, when reasonably possible, be provided five school days notice of the transfer unless the teacher waives the notice or a portion thereof in writing, and shall be afforded at least two (2) school days in the school to which he/she is transferred to prepare lesson plans prior to assuming the new assignment*".

Political Action Committee (PAC) Rebates

MTI VOTERS' Political Action Committee is funded to assist in promoting political causes of interest and benefit to MTI members via an assessment of 5% of one's annual Union dues. Deductions are made from each member's monthly wage. If one does not wish to assist their Union's political efforts, by delivering **WRITTEN NOTICE to MTI Headquarters by October 1**, an advance refund of the school year's PAC deductions will be issued. Payment will be made by November 30. **MTI VOTERS** endorses candidates who pledge to support education and educators.

Calendar of Events



- **Wednesday, October 3, 4:30 p.m.,**
Labor Temple
SEE-MTI General Membership Meeting
- **Monday, October 8, 4:30 p.m., MTI**
MTI Board of Directors
- **Tuesday, October 9, 4:30 p.m., MTI**
MTI VOTERS Political Action Committee

Our Union Makes Us Strong!

MTI's web page - www.madisonteachers.org
MTI's email - MTI@madisonteachers.org



As a show of **SOLIDARITY**, wear **MTI RED** every **MONDAY!**