



MTI NEGOTIATION UPDATE

June 14, 2007

2007-09 COLLECTIVE BARGAINING AGREEMENT

This Document has been Prepared by MTI Executive Director John A. Matthews

NOTE: The following is a synopsis of the tentative agreements reached in negotiations between MTI and the Madison Metropolitan School District. With the unchanged terms and conditions set forth in the 2005-2007 Teacher Collective Bargaining Agreement, the provisions discussed below will make up the 2007-2009 Collective Bargaining Agreement between MTI and the District. After much wrangling, the Teacher Emeritus Retirement Program (TERP) has been extended through 2011. A complete copy of the Tentative Agreement (the terms and conditions described herein) are available from MTI's website (www.madisonteachers.org), by contacting MTI Headquarters (257-0491 or via email nicholsj@madisonteachers.org); or by contacting members of the MTI Bargaining Committee, Board of Directors, or Faculty Representative Council who will be provided copies of the actual contract language, should you wish to review same.

DISCLAIMER: *This synopsis is designed to provide a brief overview of the new and revised Contract provisions. Thus, it is **NOT** written to provide legal descriptions of same.*

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In large part, as we prepared for our 2007 bargaining, we have been able to address and resolve or mitigate many of the issues which members identified for negotiations via your completion of MTI's Bargaining Survey and/or which you brought to the attention of MTI's Bargaining Committee at the MTI open hearing. Of note also are the many confirmations of dates and time lines being written in an alternative form, e.g. "5" to "five" are not referenced herein.

Although the Union made progress in addressing the issues facing teachers of music, art, physical education and REACH, the Union's effort fell short of the desired resolution. Bargaining commenced with the District stating its REPUDIATION of the long-standing past practice of a maximum 1,350 minutes teaching load for these staff members. It was that past practice which MTI used as the basis for its successful grievance. **The Arbitrator of that grievance ruled that the District could not unilaterally increase the 1,350 minutes maximum per week assignment, that the District could only do so by reaching agreement with the Union in bargaining. The District refused and said that they would make a "good faith effort" not to exceed 1,350, but may increase some of the referenced staff to 1,380. MTI told them that they could not do so without violating the arbitration award; that doing so would violate Wis. Stat. 111.70.** That is where the discussion ended. MTI will file an unfair labor practice complaint if the District exceeds the 1,350 minute standard for even one MTI member.

The last component of this Tentative Agreement to fall into place was the continuance of the Teacher Emeritus Retirement Program. Up to that point, District negotiators claimed that the Board had not authorized its Bargaining Team to agree to TERP for the 2009-2011 term. The Union has been bargaining TERP in four-year increments to alleviate the pressure teachers feel to participate in TERP earlier than they may wish to for fear that TERP will not be available during a subsequent Contract term. MTI's negotiators responded, "No TERP, no Contract". The Board's negotiators then agreed to TERP through the 2009-2011 Contract. MTI first negotiated TERP in 1977 and it has been in effect since that time. MTI members who retire receive about \$2.5 million in TERP benefits each year. Salary savings to the District is in this ballpark. There are about 85 new TERP participants each year.

The Union successfully fought off the many take-backs proposed by the School Board. Those proposing to destroy the value of seniority as regards transfer, surplus, layoff, reassignment from the surplus pool and recall from layoff were most repugnant. Among the proposals withdrawn by the District, after strenuous protest by MTI, were:

- The demise of seniority as protections in transfer, involuntary transfer, surplus, layoff.
- The “cluster” provision regarding the assignment of OT, PT and Therapy Assistants be deleted.
- The Teacher Emeritus Retirement Program (TERP) not be continued.
- Sabbatical leave be deleted.
- WPS Health insurance be diluted which would cause its demise as an option by adding coverage by two more area HMOs. The addition of two more HMOs would cause an escalation of both the GHC and WPS premiums.
- An increase from 10% to 36% in the teacher’s contribution toward their WPS health insurance premium.
- Possible removal from the bargaining unit of teachers assigned to District charter schools.
- The ability of the Superintendent to suspend one indefinitely.
- Eliminating workload protections and safety protections of special education teachers.
- Restricting access to use sick leave to be with seriously ill parents, designated family partner.
- Forcing a teacher on sick leave for more than 5 consecutive days to take a medical leave of absence.
- Severe limitations for a leave of absence.

As you are aware, in 1993 **former Governor Thompson** proposed and the Legislature approved the State usurping the right of local school boards to *set the tax rate* to raise the necessary funds. And while **Governor Doyle** pledged that the war on teachers is over, unfortunately, *he has not come forward to champion the needs of teachers and children and correct these wrongs.*

Until the Revenue Controls are removed and the authority to fully operate the school district is returned to local boards of education, teachers will not be paid their due, and educational programs for children and the quality of education offered in Wisconsin’s schools will continue to deteriorate.

The 2007-2009 Collective Bargaining Agreement comes to you with the recommendation of your fifteen (15) member elected MTI Bargaining Committee and your elected MTI Board of Directors.

**MTI IS ITS MEMBERS.
TOGETHER, WE CAN MOVE MOUNTAINS.**

SYNOPSIS

ECONOMIC HIGHLIGHTS

The economic components of the 2007-09 Collective Bargaining Agreement are not what you deserve. The State-imposed revenue controls simply do not enable that to be the case. *Wage increases are at best inadequate for those who have made the Madison Metropolitan School District the best school district in the United States.*

Total Package - The total package cost of the Contract is \$191,478,920 for the 2007-08 Contract year, an increase of 4.0%, and \$199,656,450 for the 2008-09 Contract year, an increase of 4.27%. This is an increase in your wages and benefits of \$7,357,588 for the first year of the Contract and \$8,177,530 for the second year. An increase over the two-year period of \$15,535,118.

Wages - Given the State’s Revenue Controls (in which former Governor Thompson and the 1993 Legislature usurped local school boards’ ability to fund their schools at the quality desired by local residents) funds simply are not available - and they have not been since the legislation was created in 1993. This is further complicated

by Madison residents, by referendum, refusing the school board's request to exceed the revenue controls for multiple years.

Using salary level 4 for the purpose of comparison, the 2006-07 Contract had a base wage of \$32,242 (up from \$30,747, level 3 for the prior year). This is an increase on the BA Base of 1.01% for the first year of the Contract and 1.06% for the second year. The BA base effective 7/1/09 will be \$32,913. The average salary for 2007-08 will be \$52,324, an increase of 3.28%; and \$53,999 for 2008-09, an increase of 3.2%.

Attached to the Synopsis are salary schedules which provide details on the salary component of the tentative agreement to enable one to visualize his/her own salary placement.

A) 2006-07 Salary Schedule

B) 2007-08 Salary Schedule

C) 2008-09 Salary Schedule

Since 1993, the beginning of the Revenue Controls, the family health insurance premium for MTI's WPS plan has increased from \$563 to \$1,790.70, an increase of \$1,227.70 per month (318%). In 1974, when MTI's WPS plan was instituted, the family premium was \$39.95 per month. Similarly, the family plan for GHC has increased from \$386.06 in 1993 to \$974.26. The average wage for a teacher in Madison in 1993 was \$41,241, and will be \$52,319 for next year, an increase of 26.9% since 1993. MTI members stressed in the bargaining survey the retention of GHC and WPS as their priority, given the freedom to choose medical providers and the economic security they provide.

The "raising hiring rate" enabled by deleting the first three (3) salary steps benefits all members of MTI's teacher bargaining unit, because it generated a greater total compensation base from which the total compensation package can be increased under the QEO costing mechanism. QEO costing is mandated by law, and it results in an improper comparison of increases for teachers v. other public employees, as well as private sector employees; i.e. increases for teachers are reported as "total package" while all others are reported "wage only" (without benefits).

Retirement Insurance Account - The District proposed that one's RIA be created from one's accumulated sick leave at the time of retirement. This would mean staff may not have any or all of the days enabled by MTI's current contract language to pay insurance premiums after retirement. MTI defeated the District's proposal.

Teacher Emeritus Retirement Program - Of benefit to many MTI members is that beginning with the 2003 Contract, MTI has negotiated **Teacher Emeritus Retirement Program in four year increments**. MTI did so to relieve the anxiety which many experienced in the final year of a two-year Contract, which caused concern as to whether one should retire in that year or risk retirement in the future when TERP may not have been available. In this year's negotiations, the Board of Education challenged MTI on continuing the second two-year segment. This caused a stalemate, which was broken on the last exchange in bargaining. Without it MTI held all economic provisions hostage until the Board agreed to TERP through 2011.

Health Insurance - the priority stated by MTI members completing the Union's bargaining survey was health insurance, and within that health insurance via WPS and GHC. The agreement provides this. District employees, who are represented by MTI, will continue to have the option of GHC and WPS for their health insurance. GHC premiums will be increased by 5.7% effective July 1 and to 4.4% effective January 1, 2008; while WPS advised of an increase of 13.7%, negotiations by MTI, along with policy modifications, reduced this to 10.4% effective July 1 and to 8.7% effective January 1, 2008. WPS' higher premium is caused, in large part, by those who want to have freedom of choice among health care providers and who have a greater need for health care services selecting WPS; and those who are satisfied with all services performed by one provider and who don't have a significant need for services selecting GHC.

MTI has negotiated, since 1974, the terms of the WPS policy desired by MTI members; e.g. mental health benefits above the state mandate. For example, last year, the mental health claims for MTI members which WPS paid above the State mental health mandate totaled \$515,224. There were 1,006 MTI members who benefitted

from payments. The average claim was \$1,517 for such services; the largest claim was \$59,848. These benefits would not be covered by an HMO.

In 1987, MTI's teacher bargaining unit had 91.9% in WPS. Today it is 53%. Many select WPS because of one's ability to access any medical provider and to self-refer. Different family members can seek services from different clinics/doctors. Many in the WPS group stay with WPS because of serious medical problems of a family member. With fewer people in WPS, and because of the needs described herein, there is an insufficient number of "well people" to offset the higher claims resulting from this group of people. The WPS group is also negatively impacted by HMO's. Given the services needed by many of those in WPS, and the general description provided of those who select GHC, the result is WPS' premium more rapidly escalating.

For the year ending December 31, 2006, **WPS' claims paid for those insured under MTI's negotiated WPS Plan were \$24,043,888.** This compares with \$14,502,147 for 2000; \$17,358,878 for 2001; \$18,370,817 for 2002; \$22,386,497 for 2003, \$22,699,303 for 2004, and \$22,534,175 for 2005. WPS paid 110 claims in excess of \$50,000 in 2006-07 (to date). This included claims of \$665,264; \$516,541 and \$364,896.

On the other hand, for the year ending December 31, 2006, **GHC's claims paid for those insured were \$13,544,833.** These include large claims of \$503,276; \$309,208; and \$272,140. There were 60 GHC claims which exceeded \$50,000.

HIGHLIGHTS OF CONTRACT PROVISIONS

Effective Dates - The terms and conditions agreed upon during negotiations to amend the current Contract will become effective July 1, 2007. The modifications described herein, along with the terms and conditions of the 2005-07 Collective Bargaining Agreement which were not amended, will be the new Contract and will be in effect July 1, 2007 through June 30, 2009. All dates in the current Contract will be conformed to the duration of the new Contract.

III-A Salary Schedule - Via creative bargaining and using the money saved from the change made in the GHC and WPS plans, MTI was able to negotiate a total economic package of 4.0% for the first year of the Contract and 4.27% for the second year. The "total economic package" includes, based upon the staff in the bargaining unit as of February 1, 2007, the increase in all statutorily defined economic benefits, over those which existed via the prior Contract. "Total economic package" includes wages, health insurance, dental insurance, life insurance, long term disability insurance, contributions to the Wisconsin Retirement System, Social Security, all extra duty compensation, and any other pay or employee benefit paid for by the District under the Contract. **The average salary increase is \$1,662 for the first year and \$1,675 for the second year of the Contract, or approximately 3.28% for the first year and \$3.2 for the second year.**

The BA base wage effective **July 1, 2007 will be \$32,568**

The BA base wage effective **July 1, 2008 will be \$32,913**

In 2005, MTI negotiated a wage additive of \$1,500 for those teachers who have achieved National Board Certification. MTI proposed, but did not achieve such an additive for school nurses, speech & language clinicians, social workers & psychologists who have achieved their respective national board certification. Social workers & psychologists are granted five years of advancement on the salary schedule upon hire as a result of an MTI arbitrator victory in a 1969 grievance.

III-E Payroll Deductions - Deduction to enable pre-tax deposits in a Roth IRA have been added. Deductions to purchase savings bonds will be transferred to the U.S. Treasury Department rather than the District until sufficient funds are accumulated to purchase the increment of savings bonds requested.

III-G Improvement Levels and Track Transfer - Because of the elimination of levels 1, 2 and 3 from the salary

schedule, improvement level 1 which was between salary levels 4 and 5 has been moved to be between levels 8 and 9 (formerly improvement level 2) and improvement level 2 was moved to between levels 12 and 13. Thus, there are now only two improvement levels. One has to earn 6 credits to cross over an improvement level. See Section III-G of the Contract for further details.

III-H Professional Advancement Credit - The specific names of Madison institutions approved for one to earn credits for movement on the salary schedule under the “practical experience/technical-vocational” provision were deleted and the name of the accreditation agency inserted. This has no impact on the MTI member.

III-I Extended Employment Schedule - Wage payment for summer school staff for the 4th of July has been achieved.

III-K Unit Leader - a position formerly appointed in some elementary schools has been deleted.

III-L Extra Duty Compensation Schedule - The definition of full time for teaching was moved to the hours of school provision and, therefore, deleted from this section; sports such as “Four Lakes Basketball and Football” which no longer exist were removed from the schedule; the requirement for the “Newspaper Advisor” to print 14 issues was modified to “8-14, as determined by the building principal”.

IV-E Assignment, Reassignment & Involuntary Transfer - When it is necessary to reduce and, therefore, transfer staff within the first 25 days of the semester, the District will now be obligated to first seek volunteers; i.e. there may be a teacher who would like to transfer to the “receiving” school. OT’s, PT’s and Therapy Assistants will now have the option to develop the plan of service for the cluster or request that the District do so. (This is basically an editorial change.) Changes in the assignment for school nurses will be determined using “pupil demographics at the applicable work site(s) and proximity of the work site(s).

IV-G Probationary Period - Rewritten for clarification.

IV-O Reduction in Staff - Volunteers seeking transfer rather than another being declared surplus do not have to be accepted if the person volunteering does not have a contract equal to the percentage of the person who would be declared surplus.

V-K School Calendar - In response to the Union’s bargaining survey, members were adamant that school begin as early as possible in September and that spring break be with Easter. Members also preferred a 2 week winter break. The Union delivered on all.

2007-08 - All Staff Day will be Friday, August 31, with school beginning Tuesday, September 4. Winter break will be 16 days, including weekends, beginning after school on Friday, December 21. School resumes January 7. Spring break is again with the UW calendar, which coincides with Easter. It is March 17-24, 2008. Easter Monday is a day off. The school year ends June 13, 2008. This calendar was agreed upon in 2005-07 negotiations.

2008-09 - All Staff Day will be Friday, August 29, with school beginning Tuesday, September 2. September 1 is Labor Day. Winter break will be 15 days commencing after school on December 19. School resumes Monday, January 5. Spring break is with Easter, beginning after school on Friday, April 3. School resumes on Tuesday, April 14. The school year ends Friday, June 12.

2009-10 - All Staff Day will be Friday, August 28. The fall staff development day for the year will be held on Monday, August 31, with school beginning Tuesday, September 1. Labor Day is Monday, September 7. Winter break begins after school on Friday, December 18 and continues for 16 days. School resumes Monday, January 4. Spring break is with Easter, beginning after school on Friday, March 26. School resumes on Tuesday, April 6. The school year ends on Friday, June 11.

V-M Parent-Teacher Conferences - The term “compensatory time” was replaced with the term “flexible time” given the District’s concern with federal law. “Flexible time” is defined in the contract to assure that the definition is the same as it was for “compensatory time”, i.e. a partial or full day off will be granted to teachers agreeing to conduct parent-teachers conferences during “other than regular school hours”.

V-P Planning Time - Teachers who lose their planning time because of a request by an administrator or a colleague to cover the colleague's class due to an obligation of the colleague will be compensated at the contract rate set forth in Section III-R, \$22/hour.

VI-B Leave of Absence - Movement from April 15 to March 1 regarding the deadline to apply for leave of absence. The deadline for an academic leave of absence or for an extension of same will be May 1.

VI-F Religious Holidays - Leave for religious holidays will be with pay, if one elects to be paid from his/her earned sick leave or one can elect to take the day/time off without pay under either. Makeup work is no longer mandated.

VII-A Group Life Insurance - Amended to provide life insurance coverage for those employed under temporary contract, for one unit of coverage; i.e. District pays life insurance equal to the next higher thousand of dollars of one's wage and the right to purchase additional life insurance on their spouse, partner and children.

VII-B Health Insurance - MTI member responses to the Union's Bargaining Survey provided substantial ammunition for the Union to defeat the District's proposed major overhaul of the Union-negotiated GHC and WPS provided health insurance benefit. The 1,405 members who responded to the Union's survey were fairly evenly distributed among the District's geographic attendance areas, with 27% of the responses from members assigned to the East Attendance Area, 26% to the West Attendance Area, 24% to the Memorial Attendance Area, and 20% to the LaFollette Attendance Area.

Respondents were also proportionately representative by seniority. The members' #1 priority, when considering all issues, was health insurance. Although there are slightly more participants in GHC than in WPS, there were more respondents among those who have elected WPS as their health insurance carrier.

The distribution of responding members by health insurance carrier is as follows:

<u>Attendance Area</u>	<u>GHC</u>	<u>WPS</u>
East	146	160
West	124	157
Memorial	115	145
LaFollette	111	104

442 respondents who work full time have selected GHC as their health insurance carrier while 484 have selected WPS.

65% of MTI members who are WPS participants reported that they and their family members receive their healthcare from various providers; e.g. Dean, Physicians Plus, Associated, Wildwood, UW.

Members' opinions strongly favored no change in the negotiated health insurance options. Given this, MTI resisted the District's proposal to add all area HMOs. Adding HMOs would increase premiums for both GHC and WPS participants and would likely lead to the demise of WPS as an option for MTI members.

Teachers who are covered by the health insurance plan of a spouse/partner may convert to coverage under the MTI/MMSD health insurance plan upon retirement in order to benefit from the premium decrease of having two single plans rather than a family plan, and to benefit from their premium being paid from their retirement insurance account (RIA) accrual. This will be considered an "open enrollment" i.e. coverage with no questions asked about one's insurability. This will not be reflected in Section VII-B of the contract, but in a memorandum of understanding.

To decrease premiums and retain the members' preferred health insurance options, the plans for both GHC and WPS will be amended by instituting, effective 1/1/08, a co-payment of \$10 per office call and \$75 per emergency room visit. The latter will be waived if the person is admitted to the hospital. When this is done, the premium for both GHC and WPS will be reduced.

VII-G Income Continuation Plan - The right to have one's earned personal sick leave restored after resignation and rehire was changed from three months to one year.

MEMORANDA OF UNDERSTANDING

Memoranda of Understanding have been renewed to run concurrently with the duration of the Contract for:

- Compensation for Non-Contract Work/Overnights and Summer Staff Development
- High School Hall Supervision
- Gateway to Literacy
- Local Education Agency Representatives
- LaFollette Four Block
- Ready, Set, Goal Conferences

Hall Supervision

Improvement from 2 days earned compensatory time to 4 days earned compensatory time for one volunteering for high school hall supervision. Under the new agreement, one will earn a day of compensatory time for each 25 hours hall supervision, up to a maximum of 4 days of compensatory time. Unused compensatory days can be transferred to one's personal sick leave account or retirement insurance account.

Joint Committee on Special Education

MTI and the District agreed to a joint committee to address and report to the principal parties about current contract sections III-P-6 and V-C-4, as regards the provisions of these contract sections, as contrasted with state and federal law. Work will commence by September 15 with the report due by January 25, 2008.

Elementary Teacher Workload

MTI members asked the Union to address their concerns between their responsibilities with SAGE classes and non-SAGE classes, PLAA, PMA, other required testing, report cards and the additional responsibilities experienced by bilingual and ESL staff. A joint committee which will commence work September 15 and report to MTI and the District by January 25, 2008, will address these and other issues.

LaFollette Four Block

The Memorandum of Understanding enabling the LaFollette Four Block schedule to differ from that of the other high schools, which is mandated by the terms and conditions of the Collective Bargaining Agreement, runs concurrently with, but is not a part of the Collective Bargaining Agreement.

Changes sought in the memorandum were primarily to provide teachers greater release time to work on curriculum development and more control on class sizes. The former was not possible due to the hours of instruction codes of DPI. The latter is more firm under the terms of the negotiated memorandum of understanding than it is in the Contract for all other schools. It is also a permissive subject of bargaining by Wisconsin Law which means any gains made can be taken away unilaterally. The Union's most productive move is to grieve any classes/student load over the negotiated maximums - prior arbitration decisions have established further applicable criteria.

The District is unwilling to modify the terms and conditions of the memorandum of understanding.

JAM:vb

Attachments:

Salary Schedules (5)

School Calendars (3)