

***A SUMMARY OF THE
TEACHER'S RIGHTS***

STATED IN THE

MASTER CONTRACT

2003-2005

A SUMMARY OF THE TEACHER'S RIGHTS AS STATED IN THE CONTRACT

INTRODUCTION

In Wisconsin, public employees have the right to form a "bargaining group." Teachers in the School District of West Allis-West Milwaukee have the West Allis-West Milwaukee Education Association as our bargaining group. You may be a member of the Association and we encourage you to become one. Even if you are not a member, you contribute to the cost of the bargaining and contract enforcement the Association does for you. The Association has the responsibility of negotiating a master contract with the Board of Education and of upholding the master contract once the contract exists.

In our school district, the Association does much more than negotiate and uphold a master contract: Your Association grants scholarships, cooperates with PTA, is involved in political action, and helps the public library, among a wide range of other activities.

The brochure you are reading is meant to introduce you to your rights as a teacher --- rights stated in the master contract.

TEACHER RIGHTS

You have rights under our master contract (and you are eligible to be a member of the Association) if you are a regular certified teacher, a school social worker or counselor, a psychologist, or a guidance counselor. The term "regular certified teacher" includes teachers who are librarians, physical therapists, speech pathologists, and occupational therapists.

You cannot be a victim of discrimination with respect to hiring or length of employment because of race, religion, Association activity, gender, marital or relative status, national origin, age, or handicap (where "handicap" is defined in Wisconsin law).

WORKING CONDITIONS

Your schedule must include preparation time. Your schedule must include a duty-free lunch time of not less than 30 minutes.

There are limits on the size of your class. In general, K-3, 24 students, 4-6, 30 maximum; Middle and High School, 35 with 30 a desirable maximum.

If you have 5 or more identified EEN students in a regular classroom who have identified accommodations, you must be provided some kind of assistance or have your class size maximums reduced.

The limits are stated, for various kinds of classes, in Article VI of the master contract.

There must be a teacher aide in your building.

You may attend a workshop or clinic, or visit another school to study its classes, when your request is approved by the Superintendent. For a clinic or workshop, submit your request 30 days before the event. For a visit to another school, submit your request 10 days before you intend to visit. More details are given in Article IX of the master contract.

GRIEVANCE PROCEDURE

We have a well-defined grievance procedure. If you believe you have suffered a wrong with respect to conditions of employment, please talk with an Association Representative (called “Building Rep” or “Faculty Rep”), who can put you in touch with your Professional Rights & Responsibilities Commission (PR&R).

The grievance procedure works well. This general advice applies if someone in authority tells you to do something you think you are not required to do; do what the person in authority told you to, unless it endangers your safety, and we will “grieve” it afterwards.

LEAVES

Article XV of the master contract provides several kinds of leave:

- If you are injured on the job, as defined in the Worker’s Compensation Law, you receive your full salary during temporary disability.
- You are credited with 10 “sick days” at the start of every school year, cumulative to 280 after enough years. There are provisions for family leave. For details, please telephone our UniServ office: 262-789-6000.
- Leave of absence with full pay is available for one to three days when there is a death in the teacher’s immediate family.
- One day’s leave for personal business is available every year without loss of salary. If for some reason you are unable to use it, you

may carry this day over to the next year. However, you can accumulate no more than 2 days per year. There are restrictions on the use of this day during June and just before or after a school holiday or vacation.

- If you are called to jury duty or called to be a witness involuntarily, you get your full salary for every working day of absence.
- There are provisions for child-rearing leave (without pay) and military leave (without pay but with advancement on the salary schedule).

Although every teacher should read and understand the master contract, we particularly urge you to re-read Article XV if you may need leave for reasons other than illness.

RETIREMENT

Retirement is not mandatory at any age, but there is a provision for “early retirement” when your age is between 55 and 65 and you have been a full-time teacher here for at least the equivalent of 20 years full-time employment if hired after 10/1/99. Article XVII spells out the benefits for early retirees.

EVALUATION

All of us who teach are evaluated on our teaching from time to time. The master contract provides that any of us can look at the materials in our personnel file. If we disagree with a statement in the documents, we may write our own comments, which then will be included in our personnel file.

The District has developed a detailed explanation of its Evaluation Procedure which was jointly developed by teachers and administrators. If

this plan has not been shared with you, please ask your Faculty Representative or administrator for a

copy.

If the district does not follow the stated procedures, the Association will act to prevent your lay-off. See Article XXI for details.

DISCIPLINE/TERMINATION

In the master contract, Article XIX is “Procedures Relating to the Disciplining or Termination of Employment of a Teacher.” The School District cannot bypass the steps listed there. You are defended by the Education Association in case the District begins the procedure to discipline or fire you.

IMPORTANT: If ever you are called to a conference which could lead to discipline, take another member of the Association with you to the conference. A Faculty Representative at your school is a good person to go with you.

TRANSFERS

Article XX tells you how to seek a change in grade or subject assignment. Notices of vacancies must be posted in every building so that you can apply to fill a vacancy. If the District wants to transfer you, and you don’t want to be transferred, there is a procedure the District must follow. If you apply for a transfer and aren’t interviewed, the building must provide reasons why you were not interviewed.

LAYOFF

The master contract states the procedure the District must follow if any teacher is to be laid off because fewer teachers are needed for the next school year. If you might be laid off, you must be notified of the possibility by June 1. The District must pay your medical insurance but not dental through August.

INSURANCES

After you have been employed for 6 months in a WRS covered position, you are eligible for a group life insurance program (under Wisconsin law) with the cost paid by the school district. You are eligible for immediate health care coverage, dental care coverage and long term disability insurance. Premiums are paid by the District. Depending on the health insurance category you select, you may be responsible for a front-end deductible, or a co-payment. Article XXIV describes all of the insurances.



Membership in the West Allis-West Milwaukee Education Association automatically is membership in an area group, a state association, and a national association as well as our local association. Our area group, called a “UniServ” unit, is West Suburban Council. Our state association is Wisconsin Education Association Council. Our national association, as you know, is the National Education Association.

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*The West Allis-West Milwaukee Education Association, with Associations in other school districts, maintains a building at **13805 W. Burleigh Rd., Brookfield (telephone 262-789-6000, fax 262-789-6010)**. The building provides office space and rooms for meetings.*

*We share an **Executive Director, Sandy Nass,** and a **Staff Assistant, Anita Wobst,** both of whom work steadily for us as well as for the Associations of the Wauwatosa School District.*

JAN2005/akw