

Memorandum of Understanding

Between the School District of West Allis-West
Milwaukee, et al.

And

The West Allis-West Milwaukee
Education Association

Why Come to an Agreement Now?

- The uncertainty of Act 10 (The Budget Repair Bill)
- Provide both the District and the Membership with certainty regarding economic terms and conditions of employment for the 2011-2012 school year.
- To avoid unnecessary reductions which would occur due to contractual deadlines.

Budget Shortfall

Projected \$9.5 million shortfall
for the 2011-2012 school year.

THE AGREEMENT

Effective July 1, 2011-June 30, 2012

- Employees will pay 50% of the required contributions for the WRS.
- Pay 10% of the health insurance premiums. (10/1)
 - Plan design change would reduce the cost of the plan 15-20%. This could include higher deductibles and/or copays.
 - Estimated monthly cost for family \$165 month.
 - Estimated monthly cost for single \$65 month.

Effective July 1, 2011-June 30, 2012

- Current “Cash in lieu of health insurance option” will be terminated.
- Current fair share and dues payment will be terminated.

Effective July 1, 2011-June 30, 2012

- All bargaining unit members will receive a 1% salary increase for the 2011-2012 school year.
- Those making less than \$45,000 will receive an additional 0.5% increase.
- There will be NO step increase for next year.
- Lane change adjustments will be made by those who meet the current requirements.

Effective July 1, 2011-June 30, 2012

- Current Sick Leave/Personal Disability leave will remain the same.
- Starting and ending times for staff and students will remain the same.

Effective July 1, 2011-June 30, 2012

- Current class size targets for SAGE 4K-3rd grade and core classrooms will remain at the same levels.
- Phy. Ed, band, orchestra and chorus may be adjusted in accordance to District needs.
- No caseload numbers will be identified.
- Supplemental contract and the schedule currently in place will remain the same.

Effective July 1, 2011-June 30, 2012

- The 2011-2012 calendar will remain the same. Previous WEAC Convention days will consist of a District Professional Development Day on Thursday and an unpaid, nonstudent day on Friday.
- There will be NO unit requirements for the 2011-2012 school year.
- Late resignation penalties will be reinstated 10 days following the issuance of actual 2011-2012 teacher contracts.

Effective July 1, 2011-June 30, 2012

- Any remaining issued not addressed will be included in the employee handbook developed by the District and distributed prior to the teacher's return to school.
 - Planning and collaboration time will be addressed in the handbook.
 - The Parties agree that bargaining unit members will assist students beyond the school day as needed. The will be reflected by a statement in the handbook.

Effective July 1, 2011-June 30, 2012

RETIREMENT

Effective July 1, 2011-June 30, 2012

- A full time teacher who, prior to June 30, 2011, has met the necessary requirements for retirement, and retires during the 2011-2012 school year, will receive the applicable Early/Regular benefits provided in the 09-11 Agreement.

Effective July 1, 2011-June 30, 2012

- A full time teacher who, after to June 1, 2011, has met the necessary requirements for retirement, and retires during the 2011-2012 school year, will receive the applicable Early/Regular benefits provided in the 09-11 Agreement with the exception of:
 - Premium contributions are reduced from 110% of previous based year to 90% of previous based year.
 - For premiums paid after Medicare eligibility, the benefit is reduced from life to ten years.

Effective July 1, 2011-June 30, 2012

- If SAGE and/or 4K funding is lost or additional budget shortfalls are presented in the final 2011-2013 state budget, the District has the right to layoff teachers by providing written notice to the teachers on or after June 1, 2011 and before August 1, 2011.

Effective July 1, 2011-June 30, 2012

- The terms of this Memorandum of Understanding will be effective during the 2011-2012 school year whether or not the provisions of Act 10 are in effect or not.

Effective July 1, 2011-June 30, 2012

- In the event Act 10 is determined by the Courts to have been in effect prior to the effective date of this MOU and that its provisions retroactively require implementation of its WRA, and fair share and dues deduction provision:
 - The Association agrees to refund any dues.
 - The District shall deduct from each effected employee's subsequent checks, the statutorily required contributions to the WRS.

If Act 10, or its equivalent isn't passed...

The District and the Association agree that the collective bargaining process will begin for issues in the 09-11 contract that are not covered in this MOU.

This Agreement is not an extension of the current contract. It is designed to state the parties' agreement as to the terms of employment due to current uncertainty.

Any collective bargaining agreement, if any, reached between the parties for the 2011-2012 school year, will not contradict the terms of this MOU.

What about items not listed in MOU?

- Prep time, 6th assignments, number of meetings, etc.
- The District will have the say in determining any item not listed in this MOU.
- Yes, this is unlike anything we've known. The laws being tossed around our state are unlike anything we've know.

- They are the employer and we are the employee.
That's how the Governor and many of our elected officials want it. Unfortunately, that's the direction our profession is headed.
- We have a decision to make to at least provide some certainty, in these uncertain times, that will impact our membership for next school year.

If a majority vote NO....

- The District will proceed with planning for the 2011-2012 school year finding a way to deal with the massive budget shortfall. To help deal with the budget shortfall, the District will provide layoff notices to:
 - AT LEAST 120 teachers.
 - The number could be as high at 200.

If a majority vote NO....

- They are going to move forward with the assumption that the Bill will pass prior to next school year starting.
- Expect larger class sizes, larger teaching loads, a more challenging work environment.
- Retirement and early retirement benefits will be reduced.

If a majority vote NO....

- And ACT 10 is voted into law...
- The District can and will implement everything in this agreement and more.
- Most of your colleagues who have been laid off will probably not be called back.

If a majority vote NO....

- We cannot go back and try to reach another agreement.
- This is it.

If a majority for YES...

- Most members will be spared layoff notices.
- We have some certainty as what things will look like for next year instead of waiting until August to find out.
- Those looking to retire next year will have an idea as to what their retirement benefits will be.

If a majority for YES...

- We have shown a willingness to the District that we are able to work with them to deal with budget shortfalls.
- Is this our problem? No, but we are impacted by any budget situation. Having some say in how the budget impacts us is better than having no say.

Is This a Good Offer?

- Compared to what we've bargained in the past?
 - ABSOLUTELY NOT
- Compared to what most likely will happen to us?
 - YES