

Newsletter for WEAC Members

FIGHT BACK

January 2012

Kaukauna Secretary/Clerical Association Wins Court Decision

The Kaukauna School District took the position that the Kaukauna Secretary/Clerical Association's 2010-2012 contract, valid through June 30, 2012, was invalid effective June 29, 2011 because it contained a reopener clause. Additionally, the District claimed that an email exchange between their business manager and Richard Engel, BLUE UniServ Director, constituted a bargaining agreement. The District's position was that these events constituted an extension, modification or renewal of the contract. Under Act 10, any of those events would invalidate the contract.

The Secretarial Association disagreed with the District. As a result, the District took their case to the Outagamie County Circuit Court. A hearing was held on December 12, 2011.

Outagamie County Judge Matropulos decided in favor of the Association and against the District. In his decision Judge Matropulos states: "The reopener clause was not an extension,

modification, or a renewal of the CBA." "Therefore the court declares that the provisions of the CBA shall remain in full force and effect until the termination of the agreement on June 30, 2012."

The Kaukauna School District administrators' interpretation of the Governor's tools was wrong. The valiant secretaries were right. Their decision to challenge the District was a tough decision. This case is another example of why we need to stick together.

Oak Creek and Franklin: WEAC Legal Files Suit in Pursuit of Lane Advancement

For decades teachers and other professional education employees have counted on the ability to advance their careers and compensation by completing course work and degrees that are relevant to their work with students. Using Governor Walker's Act 10, many districts pulled the rug out from under employees who had already committed substantial time and money towards college credits and degrees by denying them lane advancement that had clearly been promised.

WEAC Legal filed a lawsuit on behalf of dozens of WEAC members in the Oak Creek-Franklin Joint School District and the Franklin Public School District who were denied lane advancement, based on the principle of "promissory estoppel". Under this long established legal principle, employees who were promised lane advancement and made significant commitments and sacrifices to pursue college credits and degrees based on that promise, are entitled to the lane advancement. Legal Notices of Claim were filed in December and January and the

districts have several weeks to respond. We will keep you posted on the outcomes.