

CEA Ratification Materials – 2009-2011 Contract TA's
March 4, 2011

Dear CEA Members,

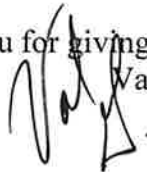
Your CEA Negotiations Team, led by Chief Negotiator Laura Geibel and in consultation with the CEA Executive Board, recommends ratification of the 2009-2011 Tentative Agreements as explained in this packet. This is a recommendation that never in my professional life could I have imagined myself or a bargaining team bringing to a membership vote. But, Folks, I've a feeling we're not in Kansas anymore, and for reasons set forth, we seek your approval for the four months remaining of a 2009-2011 contract.

No doubt, I lost some of you younger members with my reference to The Wonderful Wizard of Oz, the 1900 L. Frank Baum children's novel often interpreted as a allegory of the political, economic, and social life of America in the 1890's. You're too young for the periodic TV showings of the *black and white* movie version to have been a big deal, and I'm pretty sure few if any of you would have read the book into complete tatters in your grade school (yes, it was *grade* school) years, as I did. But trust me when I say, the parallels to Wisconsin right now are just screaming! No heart, no brain, no courage.....oh my, I shouldn't have started.

Like fictional Oz, Wisconsin is currently an unsustainable set of conditions. I guess in science you could liken it to an unstable compound. Something must inevitably change. A budget repair bill will pass. With luck it might not be this budget repair bill intact, but a budget repair bill will pass, and we have no idea when or what it will look like. After it does, the statewide fight for workers' rights and the middle class, for educators, and for public education will go on. In the meantime, decisions need to be made in the short-term with an eye toward moving us all, unions, districts, and students alike, safely from here to wherever it is we're going.

We think locking down a contract and providing us and the district with some level of certainty and stability over the next four months is one of those good faith decisions.

Thank you for giving careful thought to the recommendation,
Wal Gabriel, Council #10 UniServ Director



MUTUAL AGREEMENTS:

If the proposed budget repair bill passes as it is, the CEA “hiatus” contract in effect is liquidated. Nothing is left but the salary schedule. The district is prohibited from bargaining anything else with us. That isn’t to say that the Cudahy School Board would automatically wipe out everything you have; for one thing, your superintendent has already said that they have no plans to do anything with the health insurance this year. But it does mean that whatever remains remains only as board policy, not as a bargained agreement.

And please understand, no one is saying that the CEA would relinquish its advocacy role or quietly give in to whatever awaits us. However, rather than head into that uncharted territory next week or (?), having a settled agreement with the board allows us to finish the year with a number of important “knowns”.....

The WRS 5.8% will NOT be deducted from the remainder of your salary this year; it will begin instead with your first 2011-2012 paycheck (or for work performed after July 31st). Without a contract, this pay reduction would go into effect immediately. As we understand it, the board would be *required* to begin the WRS deductions even if they were willing to defer.

You maintain a layoff/recall procedure this year. This is important for those members facing layoff right now, because the board has been advised (by their association) that without a contract they cannot layoff but must instead nonrenew individuals according to statute. The difference between a nonrenewal and a layoff can be significant to the people going through either one.

You maintain health and other insurance benefits and co-pays as they are now through June 30.

You continue to have just cause for discipline/termination as well as a third party grievance procedure to back it up. If the law passes as is, the employer is required to set up a grievance procedure for limited purposes, but the new procedure ends with the employer as the final arbiter.

Actually, you continue to have a third party grievance procedure for all contract items.

Retirement benefits are available for retirements at the end of this year.

All other contract provisions, unless amended by TA’s listed in this packet, remain in effect through June 30. This includes things like co-curricular pay, paid leave, Memorial Day as a paid holiday.....

There are a few TA’s which had been reached prior to Walker’s proposed legislation; they are attached. Note the recognition of PDP’s for salary schedule placement. The

Article X – Retirement changes may appear extensive but are made primarily to address a concern on both sides’ part that our existing language could raise a new IRS issue. Be aware that the new language does eliminate a couple of options for distribution of the retirement benefits. For instance, 4 years insurance + 66 days’ pay or 5 years insurance + 33 days’ pay are gone; these both had very low participation.

CONCESSIONS:

Finally, in answer to the question of what the board requires in exchange for locking down your current wages, hours, and working conditions through June:

1. This is essentially a status quo contract. There is no salary schedule increase for last year or this year.
2. The CEA agrees in advance that the school day will be 8 hours, and preparation time at the elementary and middle school levels goes from 760 and 750 minutes per week, respectively, to 600. We are working with the superintendent on how to assure that those 600 minutes are essentially true teacher-directed preparation time. NOTE: If the bill passes as anything close to what it currently is, we won’t have any control over what the work day looks like in the future (or for that matter, what the school calendar looks like beyond the 2011-2012 calendar TA) without an agreement now.
3. The CEA agrees in advance that steps and lanes will be frozen next year. The exception is that anyone who has completed or will complete an approved Master’s by the end of summer 2011 coursework will be credited on the salary schedule with the Master’s. Note again, even though the salary schedule is the one item we have the right to bargain over in future contracts, the law expressly excludes steps and lanes. We honestly do not know how that’s meant to play out.

Your superintendent has indicated that the amount of money pre-identified from not paying out step or lane movement would factor into staffing (layoff) decisions this spring. He equates the savings to 4 or 5 teaching positions.

All other changes are attached.

Tentative Agreements
As of July 14, 2010

District #1 **ARTICLE X, Section E, item 2** (p.33)

~~“Cash distributions may be made through the District’s special pay deferral plan and/or the retiree’s health reimbursement account.”~~

Subsequent to 7/14/10, the parties agreed to a major re-write of Art. X. See attached.

ARTICLE XIII – DURATION AND EXPIRATION (p.35): *Amend second paragraph,*

“This agreement shall become effective on July 1, ~~2007~~ **2009** and shall remain in full force and effect through June 30, ~~2009~~ **2011** and shall renew.....(remainder unchanged).”

ARTICLE I – RECOGNITION, Section D (pp.3-4): *Amend by addition,*

“In all contract negotiations and in the administration of this Agreement, the following guidelines will be observed.

10. Mutually negotiated retroactive payment shall be issued within a mutually agreed timeline following ratification of tentative agreements by the second party to ratify.”

ARTICLE V – COMPENSATION, Section A. Salary Schedule. (p.7): *Insert as #1,*

“1 Successful completion of an approved initial Professional Development Plan (PDP) shall be compensated as the equivalent of six credits on the salary schedule. Successful completion of subsequent approved Professional Development Plans (PDPs) shall be compensated as the equivalent of three credits on the salary schedule.” *Renummer and, if needed, clarify District’s current criteria.*

ARTICLE VI – WORKING CONDITIONS, Section T, Non-Renewal of Contract for Probationary Teachers (p.23). *Modify as follows:*

Related to this provision, enter into an advisory-only or “guidelines” Memorandum of Understanding outlining the anticipated procedure and options available when the Administration has made the decision to recommend non-renewal of a probationary teacher’s contract.

APPENDIX B, EXTRA-CURRICULAR SCHEDULE

HIGH SCHOOL – DIVISION B: Annual (Yearbook)	(1)	5.00 8.00
MIDDLE SCHOOL – DIVISION B: Forensics Director	(1)	3.00
(Assistant)	(1)	2.00

APPENDIX C, CUDAHY SCHOOL CALENDARS

18. MOU's, SIDE LETTERS OF AGREEMENT, additional attachments

Catastrophic Leave: *Renew through June 30, 2012.*

Elementary and Middle School Part-time Teacher Calculation: *Renew*

Health Savings Account and Wellness: *No CEA proposal*

Reimbursable Dental Expenses: *Allow to expire*

Continuing Teacher Contract: *Retain*

Benefit Summary Comparison: *Update, replace*

Revised 12-2-09

2011-2012 Cudahy School Calendar

August 2011

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2011

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2011

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December 2011

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2012

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Semester 1
August- 0 Session/2 Nonsession
25-26: New staff
30: Nonsession, all teachers return.
31: Nonsession, Inservice

September- 21/1
1: All students begin
5: Nonsession, Labor Day-Schools Closed

October- 19/0
27-28: Schools Closed

November- 19/2
4: End of Quarter 1 (44 days)
23: Nonsession, Schools Closed
24: Nonsession, Thanksgiving-Schools Closed
25: Schools closed

December- 17/0
26-30: Winter Break

January- 14/1
2: Schools open after break
19: End of Quarter 2 (46 days)
20: Nonsession Record day

Semester 2
January- 7/0
23: Semester 2 begins

February- 20/1
20: Nonsession, Inservice

March- 21/1
22: End of Quarter 3 (43 days)
23: Nonsession Record/Conference Day

April- 15/0
6-13: Spring Break

May- 22/1
28: Nonsession, Memorial Day, Schools Closed

June- 5/1
7: End of Quarter 4 (47 days)
 Last student day of school
8: Nonsession Day, Last teacher day

February 2012

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 2012

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2012

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Session days 180
 Nonsession days 10
 Total 190

ARTICLE X - RETIREMENT

A. Application. All applications for retirement must be filed with the Superintendent not later than February 1 during the calendar year in which retirement will occur. The Superintendent shall make recommendations to the Board for approval of applications for retirement benefits. The Board reserves the right to deny retirement requests for any legitimate reason. Said denial shall not be unreasonable. The Board's decision may not be overturned by an arbitrator unless it is found to be arbitrary or capricious.

B. Limitations. This retirement provision shall apply only to teachers who retire from their position in the School District of Cudahy. This policy shall not apply to any discharged, terminated, or non-renewed employee.

C. General Eligibility. Retirement benefits shall be available to teachers whose age plus years of service in the School District of Cudahy are equal to or greater than 75 OR who, upon retirement, are eligible to receive their Wisconsin Retirement System (WRS) benefit.

D. TSA contribution, Less than 25 Years. Teachers meeting the general eligibility requirement above and having less than 25 years of service shall receive an amount equaling four (4) days' pay for each full year of service in the School District of Cudahy but not to exceed a total of one hundred (100) days' pay contributed to a TSA. In applying the provisions of this policy, a teacher's day's pay shall be 1/190th of the teacher's base salary, excluding all fringe benefits, during the last full year of service prior to retirement.

The contribution will be placed in his or her TSA account as a non-elective contribution. The district's contribution will be made before August 1. If the district cannot make the full contribution due to IRS Code limitations (§415), then any remainder amount will be contributed by the 1st of February in a subsequent year.

Deceased Payments

In the event of death during the payment period before all TSA contributions are made, the District will make a TSA contribution of the remainder in a lump sum as if the participant completed the program no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations.

For a beneficiary or beneficiaries to be guaranteed to receive a death benefit, the former employee must designate one or more beneficiaries under his or her TSA plan.

To the extent that the remainder of the TSA contributions cannot be made to the deceased's TSA, the TSA obligation will stop and the District will provide the surviving spouse of the retiree (and if none, any eligible dependent(s)) with contribution(s) equal to the remaining benefit to an HRA to provide reimbursement of eligible health care

expenses. Such contribution(s) shall be distributed at the same frequency until the benefit is exhausted.

In the event that the deceased does not have a surviving spouse or dependent(s), the TSA and/or HRA obligation will stop.

E. Insurance Less than 25 years.

For those teachers who meet the general eligibility requirements, who have at least fifteen (15) years of service in the School District of Cudahy. The Board will pay the equivalent portion of the monthly premium for health insurance coverage as it pays for actively employed teachers and for which the retiring teacher is eligible for a period of three (3) years commencing September 1 in the year employment stops for teachers who retire at the end of a school year or commencing on the first month of retirement for teachers who retire mid-year. It is understood that except as provided herein, the health insurance benefits, and the applicable premium contribution, provided to retired teachers shall be the same as those benefits provided to actively employed teachers, and, as those benefits and premium contributions may be amended from time to time.

In lieu of three (3) years of Board-paid health insurance, teachers qualifying for this benefit may elect to receive a ~~cash benefit of~~ contributions toward a health reimbursement account (HRA) of \$250 per month for thirty-six (36) months. Upon the retiree reaching Medicare eligibility age, the HRA contribution shall equal the monthly premium rate then in effect for the Board's Medicare-age single plan or \$250 per month, whichever is less.

F. Insurance 25 or more Years of Service.

Teachers who meet the general eligibility requirement and who have at least twenty-five (25) years of service in the School District of Cudahy may choose one of the following Health Insurance/Compensation options:

- a. 3 years of Board-paid Health Insurance AND 100 days' pay contributed to an HRA
- b. 8 years of Board-paid Health Insurance.

The term "Board-paid Health Insurance" as used above shall mean that portion of the premium for which the Board is required to pay as set forth in subsection E., above.

In lieu of Board-paid health insurance, teachers qualifying for this benefit may elect to receive a ~~contributions~~ toward a health reimbursement account (HRA) of \$250 per month for the same number of months that the teacher would be eligible for health insurance contributions. Upon the retiree reaching Medicare eligibility age, the HRA contribution shall equal the monthly premium rate then in effect for the Board's Medicare-age single plan or \$250 per month, whichever is less.

Where the retiring employee elects to stay in the district group health insurance plan, these benefits will be paid on a monthly basis; no more than the monthly insurance premium amounts for which the retiree is eligible will be paid in any month.

Months of contribution toward health insurance or the HRA begin on September 1 in the year employment stops for teachers who retire at the end of a school year or on the first month of retirement for teachers who retire mid-year.

The Plan presumes use of retiree health insurance unless the retiree opts out of insurance coverage to receive HRA payments. Once the HRA alternative option is exercised, the retiree may not return to the District's insurance coverage.

Payment of the health insurance benefits described in this article shall terminate automatically in the event that the employee files for unemployment compensation benefits following retirement and that claim has a financial impact on the District or in the event the employee obtains insurance coverage from another employer.

In the event a retiree dies before the full Board obligation has been met, the Board will continue to pay the health insurance premium for the surviving spouse and or dependent for the remainder of its obligation. Retirees or their spouses who become eligible for Medicare or Medicaid during the period they are receiving benefits pursuant to this article shall, as a condition for the receipt of said benefits, enroll in Medicare.

The District shall pay the premium for Medicare-age single plan (two single plans for those receiving a family plan where both retiree and spouse are eligible for Medicare benefits unless the retiree has an additional dependent) for the duration of the Board's obligation. If the retiree has a spouse and/or additional dependent not eligible for Medicare benefits, the District shall pay for the combination of Medicare age single plans and district plans appropriate for that retiree.

If the Board's obligation to provide health insurance benefits ends before a single or two or more family retiree reaches Medicare age, the retiree may remain with the group at his/her own expense. On reaching Medicare age, the retiree may-not continue in the group.

The administration and the retiree shall work together to assure that implementation of this provision shall not result in the interruption or total loss of health insurance coverage for the retiree or his/her spouse which is beyond the retiree's control.

3. Dental Insurance Option. A retiree and his/her spouse shall have the option to continue in the group dental insurance plan at the retiree's expense for three (3) years, subject to any requirements of the provider.