



JUST THE FACTS...

The VTA/CTA/NEA 07-08 Bargaining Update

Issue #10

January 14, 2008

Kent Puddy, Bargaining Chair
Joanne Baker, Bargaining Team Member
Gary Masterson, Bargaining Team Member
Tim Yearnshaw, Bargaining Team Member

The VTA and VUSD teams met on January 10, 2008. The VTA team members were all present. President Brenda Hensley showed up after teaching. The VUSD team members present were Burton Crinklaw, Kelley Birch, Tom Davis, John Niederkorn and Bill Hausler.

January 10, 2008 Bargaining Update

VTA Responses to District proposal (Dec. 14): (bold)

- One year only financial settlement.

VTA continues to support a plan working towards making its members salaries competitive with the surrounding Districts.

- 3.25% across the board salary increase including all components of Schedule K retroactive to July 1, 2007.

VTA believes that a 3.25% increase is neither adequate nor reflects a commitment by the District to enhance the salaries of those individuals most directly impacting the daily education of the students of the Vacaville Unified School District.

VTA finds the concepts listed below non-specific and is therefore unable to respond.

- \$1500 stipend & two additional day's service for Special Education teachers.

- Non-classroom teachers not required to substitute during a substitute emergency more than one period per day.
 - Inclusion of a District Rights article.
 - Inclusion of a Professional Ethics and Discipline article.
 - Adoption of a Uniform District calendar.
 - Restructured elementary preparation time.
-

Subsequent District clarifications on their proposal: (bold)

- \$1500 stipend & two additional day's service for Special Education teachers.
 - **District will bring back to the table specific expectations/responsibilities for the above stipend and 2 extra days.**
- Non-classroom teachers not required to substitute during a substitute emergency more than one period per day.
 - **District and VTA had lengthy discussion on non-classroom members having the same amount of preparation time as classroom teachers, thus potential class coverage time during a substitute emergency.**
- Inclusion of a District Rights article.
 - **District stated that their current proposal was the same as the proposal presented on Oct. 19, 2007.**
- Inclusion of a Professional Ethics and Discipline article.
 - **District stated that their current proposal was the same as the proposal presented on Oct. 19, 2007.**
- Adoption of a Uniform District calendar.
 - **District continues to support a single uniform calendar for the VUSD.**

- Restructured elementary preparation time.

- District will bring back to the table specific modified proposal on what this would look like.

Other clarifications requested by the VTA:

Concerning elementary student council advisors.

-After discussion with their Principals, the District rejected contract stipend for elementary student council advisors. The variety of differences in how this job is accomplished, and compensated for, at the various elementary sites and budgetary concerns were given as the reasons for the rejection.

Concerning placement of current elementary grade level chair stipend in the contract.

=District does not want to place stipend for elementary grade level chairs in the contract due to possible future funding concerns.

The VTA stated that since this was already in place at all sites and is a job with a stipend it should be placed in the contract so it will be consistently applied in the future.

After a caucus, the VTA presented a subsequent proposal to the District. (see below for text.)

The District and the VTA had a short discussion on substitute emergencies procedures and double coverage of classes. VTA wants written assurances that this situation will be avoided.

The District was asked if they had a new monetary proposal to bring to the table. They replied that they did not have a new proposal. They further stated that they would have to speak to the Board before considering moving from their current 3.25% offer.

The District was asked if they would have a new monetary proposal for the next session on January 25th. They said they "hoped to, but were not sure."

The bargaining session ended after these statements.

January 10, 2007 VTA Proposal

9.3.2 *The student contact limit for grades 7-12 shall not exceed one hundred seventy seven (177) students for a full time (100%) teacher. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increase/decrease by a proportional amount of the one hundred seventy seven (177) students. (i.e. 80% : 142 students)*

9.3.2.1 *The student contact limit for grades 7-12 Physical Education shall not exceed two hundred twenty five students for a full time (100%) teacher. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increase/decrease by a proportional amount of the two hundred twenty five (225) students.
(i.e. 80% : 180 students)*

9.3.2.2 *Any exception to the student contact limit for instrumental and choral music teachers shall be determined by mutual consent of the instructor and site administrator.*

9.3.2.3 *In unusual circumstances, with unit member consent, the contact limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.*

5.4.2 *Retirees (beginning with those who retire in 2007-08) who have served not less than twenty-four (24) years in the District shall be*

eligible for the District, for a period of seven (7) years, to contribute fifty percent (50%) of their monthly premium for

5.4.2.1 a subscriber only medical plan,

5.4.2.2 the dental plan,

5.4.2.3 and the vision plan.

5.4.3 *Retirees (beginning with those who retire in 2007-08) who have served not less than thirty (30) years in the District shall be eligible for the District, for a period of nine (9) years, to contribute fifty percent (50%) of their monthly premium for*

5.4.3.1 a subscriber only medical plan,

5.4.3.2 the dental plan,

5.4.3.3 and the vision plan.

4.7 Non-Classroom Unit Member Preparation Time

4.7.2 The above Article does not apply during District declared substitute emergencies. The District Certificated Substitute Shortage Emergency Procedures will be used in emergency situations. *The above unit members (in article 4.7.1) shall*

4.7.1.1 *only substitute for one period/hour per day, and,*

4.7.1.2 *be compensated for one (1) hour, or receive one (1) hour compensation time.*

4.8 District Certificated Substitute Emergency Procedures

4.8.1 *When there are insufficient substitutes available to cover all requests, the Personnel Office will declare a "Substitute Emergency".*

4.8.2 *When an emergency is declared, the Substitute Caller will attempt to recall all regular employees on school business (conferences, visitations,*

etc.) and attempt to give priority to employees attending prepaid events and events in which they play an integral part. Prior notice of that status must be made to the Personnel Office to be accorded the preference. Coaches required to supervise students in interscholastic competitions will be asked to make allowances, if possible.

4.8.3 *All available substitutes will be directed to the elementary schools. The secondary schools will take the following actions:*

4.8.3.1 *Request on-site substitutes to work an additional class at the regular per class rate.*

4.8.3.2 *The principal, or designee, will use volunteers, selected at the principal's discretion, to cover classes on the volunteers' preparation period. Employees who have not volunteered may be asked to cover classes however, they may decline without penalty.*

4.8.3.3 *Administrators and non-instructional support staff, except nurses, may be assigned to cover classes. All administrators and support staff need not be assigned prior to moving to the next step. The decision concerning the number of administrators and support staff used at this step is at the sole discretion of the principal or designee.*

4.8.3.4 *When all other reasonable steps have been taken, the principal or designee, may direct teachers to cover classes on their preparation period, but may not ask or direct teachers to cover classes while teaching their own class. Selection of staff will be done on a rotational basis within each period.*

Salary Schedule Plan:

- (1)** Increase all cells (w/o Masters & PHD) by four point five percent (4.5%).
- (2)** Restructure Appendix A, Section A, (Teachers -Clear Salary Schedule), with an increase of \$300 between each step in steps 16 through 31+. (difference of \$2410 in each step at this point)
- (3)** Restructure and complete class 6 (steps 1 - 11)
 - Class 6, Step 1 starts \$200 more than Class 5, Step 1

(Difference between steps 1 - 11 in class 6 is \$2225 each at this point)

- (4) Restructure Class 4, Class 5, and Class 6 by increasing all cells (w/o Masters & PHD) in those classes by the following educational competitive adjustment percentages:

- Class 4 BA + 45 units	1.0%
- Class 5 BA + 60 units	1.5%
- Class 6 BA + 75 units	2.0%

- (5) Restructure cells (w/o Masters & PHD) in all other salary schedules by the following percentages of Appendix A, Section A schedule (Teachers - Clear)

- Librarian	1.02%
- Program Specialists, Coordinators, Elem. & Middle School Counselors	1.10%
- Elem. & Middle School Head Counselors, High School & Alt. Ed. Counselors	1.11%
- High School & Alt. Ed. Head Counselors	1.13%
- Digital Technology Coordinator	1.25%
- Psychologists	1.16% (col 3, stp 7)
- Emergency & Waivers	.98%

- (6) Drop "in-District service" as it pertains to all salary schedules.

- Member placement shall be the greater of:
 - their current placement on their salary schedule
 - or
 - their years of District service
- No unit member shall "back up steps" on any salary schedule

Unit Members Retirement/service package

- retiring unit members completing 18-23 years of district service receive \$100 per year of district service
- retiring unit members completing 24-29 years of district service receive \$300 per year of district service

- retiring unit members completing 30 or more years of district service receive \$500 per year of district service

Appendix A, Section K

- Elementary grade level department chairs.
-\$1000
- Increase all items in far right column by four point five percent (4.5%).

YEAR 2

9.2.3 *The class size limit for each K-3 class shall be twenty (20) students.*

9.2.3.1 *In unusual circumstances, with unit member consent, the class size limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.*

9.2.4 *The class size limit for each 4-6 class shall be thirty-three (33) students.*

9.2.4.1 *In unusual circumstances, with unit member consent, the class size limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.*

9.2.5 *The class size limit for each 4-6 combination class shall be thirty-one (31) students.*

9.2.5.1 *In unusual circumstances, with unit member consent, the class size limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.*

- 9.5 *The Special Day Class (SDC) class size shall be no more than twelve (12) students.*
- 9.6 *The Resource Specialist Program (RSP) class size shall be no more than eighteen (18) students.*

Salary Schedule Plan:

- (1) Increase all cells (w/o Mast. & PHD) by the cost of living adjustment (COLA) + competitive adjustment of 1%.
- (2) Restructure Class 4, Class 5, and Class 6 by increasing cells (w/o Mast. & PHD) in those classes by the following educational competitive adjustment percentages:

- Class 4	BA + 45 units	1.0%
- Class 5	BA + 60 units	1.5%
- Class 6	BA + 75 units	2.5%
- (3) Masters & PHD cells will each increase from a \$1209 difference to a \$1300 difference.
- (4) Increase all items in far right column of Appendix A, Section K by COLA + 1%.

5.3 District Contribution Level

- 5.3.1 Effective **2008-09**, the District shall for each school year contribute ~~\$4,250,000~~ **\$4,500,000** toward the total cost of health (medical, dental and vision insurance) benefits for currently enrolled unit members. This amount does not include additional District costs for unit members electing cash in lieu of benefits (section 5.3.4) or costs for retiree benefit contributions (section 5.4)
- 5.3.2 If the amount necessary to continue health (medical, dental and vision insurance) benefits for bargaining unit employees exceeds the ~~\$4,250,000~~ **\$4,500,000** amount expended by the District, the remaining excessive amount beyond ~~\$4,250,000~~ **\$4,500,000** will be

spread among the unit members. The unit member contribution for health benefit premium shall be provided by the Association to the District no later than July 10th. If health benefit premium rates have not been submitted by July 10th the prior year allocation method shall remain in effect for the school year. Any out-of-pocket cost for health benefits for eligible unit members shall be paid by payroll deduction. If rebates from insurance companies are provided to the District then the Association will receive their proportional share of such rebates.

- **The District and the Association shall be able to open up to 2 (two) Articles each unless mutually agreed.**
- **Association has the right to negotiate for any unrestricted additional funding received by the District from the State.**

YEAR 3

Salary Schedule Plan:

- (1) **Increase cells (w/o Mast. & PHD) by the cost of living adjustment (COLA) + competitive adjustment of 1%.**
- (2) **Restructure Class 4, Class 5, and Class 6 by increasing cells (w/o Mast. & PHD) in those classes by the following educational competitive adjustment percentages:**

- Class 4 BA + 45 units	1.0%
- Class 5 BA + 60 units	2.0%
- Class 6 BA + 75 units	3.0%

5.3 District Contribution Level

- 5.3.1 Effective **2009-10**, the District shall for each school year contribute ~~\$4,500,000~~ **\$5,000,000** toward the total cost of health (medical, dental and vision insurance) benefits for currently enrolled unit members. This amount does not include additional District costs for unit members electing cash in lieu of benefits (section 5.3.4) or costs for retiree benefit contributions (section 5.4)
- 5.3.2 If the amount necessary to continue health (medical, dental and vision insurance) benefits for bargaining unit employees exceeds the

~~\$4,500,000~~ **\$5,000,000** amount expended by the District, the remaining excessive amount beyond ~~\$4,250,000~~ **\$5,000,000** will be spread among the unit members. The unit member contribution for health benefit premium shall be provided by the Association to the District no later than July 10th. If health benefit premium rates have not been submitted by July 10th the prior year allocation method shall remain in effect for the school year. Any out-of-pocket cost for health benefits for eligible unit members shall be paid by payroll deduction. If rebates from insurance companies are provided to the District then the Association will receive their proportional share of such rebates.

- **Increase all items in far right column of Appendix A, Section K by COLA + 1%.**
- **The District and the Association shall be able to open up to 2 (two) Articles each unless mutually agreed.**
- **The Association has the right to negotiate for any unrestricted additional funding received from the state.**

