



JUST THE FACTS...



The VTA/CTA/NEA 08-09 Bargaining Update
Issue #6
April 13, 2009

Members of the District Bargaining Team: Burton Crinklaw, John Niederkorn,
Randy Henry, Tom Davis, Bill Hausler.

Members of the VTA Bargaining Team: Tim Yearnshaw, Gary Masterson,
Joanne Baker, Kent Puddy, President Brenda Hensley (2 hours).

The District presented its salary and health benefits proposals. The District indicated several times that they were done with their proposals to be discussed for the contract. The Association completed the presentation of its proposal package. The Bargaining team, as has been practice in past years, offered to come to a mutual agreement with the District that there would be new no articles or sub-articles opened for bargaining for the contract, unless both sides mutually agree to do so. This is to prevent either side from continuing to bring up new topics during negotiations, thus possibly dragging negotiations on endlessly. The District said that it was not inclined to sign such an agreement. They indicated there might be other possibilities out there that they might want to pursue. The VTA team expressed its disappointment in the District not wanting to limit negotiations.

The following are proposals presented at the table.

No agreement or settlement on these proposals has been reached.

Below is what the Association offered to complete its package to reach a contract settlement:

Class Size

~~9.3.2 After two (2) weeks have elapsed in any semester the placement of the one hundred seventy eighth (178) student with any teacher of other than music or physical education shall cause the principal, teacher and a designee of the Association to meet to implement workable class assignment options in an effort to that would avoid further increases in that teacher's student load. Exception to this process may be made by mutual agreement.~~

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 and Music teachers shall not exceed two hundred twenty five (225) 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 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 ten dollars (\$10) per day for each student over the cap.

Class Size

~~9.2.3 After two (2) weeks have elapsed in any semester/trimester the placement of the thirty fourth (34) student in any single grade level elementary classroom or the placement of the thirty second (32) student in any combination class shall cause the Superintendent or his designee, a designee of the Association, the Principal of the affected school, to meet to implement workable enrollment option(s) for future students in an effort to avoid further increases in the size of that class.~~

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.

1. HOURS OF EMPLOYMENT

4.2 Meetings

~~4.2.1 The District may schedule up to three (3) hours per month of each unit member's time in addition to the regular work time. The beginnings of these meetings shall be adjacent to the duty day, must start within thirty (30) minutes of the duty day, and may not exceed one (1) hour past the duty day. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day.~~

4.2.1 The District may schedule up to one (1) hour per month of each unit member's time in addition to the regular work time. These meetings shall be adjacent to the duty day and may not exceed one (1) hour. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day. Whether these meetings are prior to or after the duty day shall be determined by a vote of the unit members at each site. This determination shall be the result of fifty percent (50%) plus one (1) of the unit members of that site. The determination shall be established at the beginning of each school year. The vote shall be conducted jointly by the Principal or their designee and a VTA Representative.

~~Unit members are compensated for two (2) of the above meeting hours on the salary schedules.~~

This time may be used for:

4.2.1.1 Faculty meetings.

~~Faculty meetings may exceed one (1) hour beyond the duty day in case of an emergency. Emergency is defined to mean a sudden unexpected happening, or unforeseen occurrence or condition, or a sudden or unexpected occasion for action and is beyond the control of the District.~~

4.2.1.2 Professional growth/in-service training activities.

4.2.1.3 Department/Grade level meetings/Collaborative/planning time.

~~4.2.1.4 Meetings such as WASC accreditation, State and Federal projects (i.e. Site Planning, Title 1, etc.) will be held when required. The length of these meetings shall not exceed twelve (12) hours per year beyond the duty day.~~

Health & Welfare Benefits

2008 - 09

VTA opts not to open any articles in Health & Welfare Benefits.

2009 - 10 and 2010 - 11

5.4.1.1 *Retirees (those who retire in 2009-10 or 2010-11) who have served not less than twenty-four (24) years in the District shall be eligible for the District, for a period of eight (8) years, to contribute fifty percent (50%) of their monthly premium for*

5.4.5.1 a subscriber only medical plan,

5.4.5.2 the dental plan,

5.4.5.3 and the vision plan.

5.4.1.2 *Retirees (beginning with those who retire in 2009-10 or 2010-11) 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*

5.4.6.1 a subscriber only medical plan,

5.4.6.2 the dental plan,

5.4.6.3 and the vision plan.

Articles 5.4.1.1 and 5.41.2 sunset June 30, 2011.

Wages

3.1 Salary Schedules

Salary Schedule Plan:

2008 - 09

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K retroactive to July 1, 2008. This is applicable to all unit members employed during 2008-09.**

2009 - 10

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2009-10.**

2010 - 11

Wages and Health & Welfare benefits are the only Articles to be opened for bargaining in 2010 - 11.

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The District offered the following proposals:

1. For the 2008-2009 contract year the District proposes no changes to Appendix A, Sections A - K of the collective bargaining agreement.
2. For the 2009-2010 contract year the District proposes one (1) furlough day for all unit member work calendars to be taken from one (1) of the current four (4) unit member workdays.
3. Effective July 1, 2009 the District proposes the following changes to Article 5, Health and Welfare Benefits:

Medical

A medical premium cap on District contributions in the following manner;

- \$400.00 per month for subscriber only;
- \$550.00 per month for subscriber plus one;
- \$700.00 per month for subscriber plus two or more;
- Unit members who work at least one half time but less than full time shall be eligible for the medical benefits on a prorated basis.

Dental

The District shall provide each full time unit member coverage in the District provided Dental Plan, including benefit eligible unit members electing the cash in lieu of medical insurance option.

Unit members who work at least one half time but less than full time shall be eligible for the dental benefit on a prorated basis.

Vision

The District shall provide each full time unit member coverage in the District provided Vision Plan, including benefit eligible unit members electing the cash in lieu of medical insurance option.

Members who work at least one half time but less than full time shall be eligible for the vision benefit on a prorated basis.

Retirement Benefits

For post-employment health benefit eligible unit members, one (1) of the following options;

- The current provisions of Article 5.4;
- Three (3) years of District paid medical premiums from a CalPERS plan excluding PERS Care for subscriber only commencing upon separation from the District;
- A \$12,500 cash payout.

Next bargaining session is scheduled for April 24, 2009.