



JUST THE FACTS...



The VTA/CTA/NEA 08-09 Bargaining Update

Issue #7

May 1, 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.

On April 24, 2009, The District and Association discussed a variety of items. The VTA Bargaining Team asked about the status of the Retirement Incentive Plan. The District indicated that it would notify the participants of the results during the upcoming week. They did not share information concerning those interested or calculations concerning the success of the plan. The Association asked that if there were not enough sign-ups, would the administration still be receiving the plan. The District said "no".

The VTA Bargaining Team asked about the status of Federal Bailout monies. The District said that it had yet to receive any money and they hoped that within the next few weeks they would know more concerning the status and amount of the money.

The VTA Bargaining Team again stated its concern that the District would not agree to sign ground rules concerning the limiting of proposals to be discussed at negotiations.

No proposals by either the District or Association have been agreed to at this time.

The District presented revised language concerning part time, temporary, and job share employment.

ARTICLE 8 - PART TIME EMPLOYMENT/JOB SHARING

~~*This Article shall become effective July 1, 2009 for unit members who are current full time employees. The job status terms of employment of unit members who are currently permanent part time shall not be affected by this amended article. Unit members who are currently temporary part time while on leave from a portion of their full time assignment in either a job share or split assignment shall be governed by the current contract language of this article through June 30, 2010.*~~

This Article shall become effective July 1, 2009 for unit members who are current full time employees. The job status terms of employment of unit members who are currently permanent part time shall not be affected by this amended article.

Unit members who are currently temporary part time while on leave from a portion of their full time assignment in either a job share or split assignment shall be governed by the current contract language of this article through June 30, 2010 as follows:

Unit members wishing to move from full time to part time/job share may request leave from full time status to take a part time/job share position. Leave may be granted for up to two (2) years. After this time the unit member must return to full time status. or forfeit the right to a full time position in order to retain the part time/job share position.

8.1 Permanent Part Time Employment

Permanent part time employment is the employment of a unit member in a contracted position that is less than a full time equivalent ~~in the job classification of the unit member~~ on a permanent basis.

8.1.1 Unit members wishing permanent part time employment shall make their request known, in writing, to the **Chief Human Resources Officer** no later than May 15.

8.1.2 *Unit members may not resign a portion of a full time position in a desire to work part time without the express written approval of the Chief Human Resources Officer or designee.*

8.1.3 Assignment of non-teaching adjunct duties to each part time unit member shall be in the same percentage as the unit member's assignment.

~~Part time Unit members returning to full time status from a temporary leave of absence from a portion of their full time position will be assigned to the same or similar position held prior to the leave part time agreement, unless the unit member agrees to a change of assignment. All transfer provisions set forth in Article 7 of this agreement shall apply.~~

8.1.4 A part time unit member who is on duty and serves as a unit member for at least seventy-five percent (75%) of the days school is in session in any school year shall receive credit for one (1) year of service toward advancement on the salary schedule. This requirement can be achieved over two (2) consecutive school years.

8.1.5 A probationary unit member in a **permanent** part time assignment who is re-elected in that part time assignment after two years of service shall be granted permanent (**tenure**) status as a part time employee. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years.

8.2 Temporary Part Time Employment

Temporary part time employment is the employment of a unit member in a contracted position that is less than a full time equivalent ~~in the job classification of the unit member~~ while the member is on leave from a portion of his/her assignment.

8.2.1 *Unit members wishing to work part time on a temporary basis may request leave from full time status to temporary part time status.*

8.2.2 *Requests for leave to work part time on a temporary basis must be submitted for consideration to the Chief Human Resources Officer or designee no later than May 15 for the following year.*

8.2.3 *Leave from full time status to temporary part time status may be granted for up to two (2) consecutive years in one (1) year increments.*

8.2.4 *Temporary part time employment may be achieved through the creation of a job share as described in Article 8.3 below or through a temporary split in a secondary assignment.*

8.2.5 *In the case of a job share or split assignment the person employed for the portion of the position for which the regular employee is on leave shall be hired as a temporary employee.*

8.3 *Job Sharing*

Job Sharing is the sharing of a single position by two unit members. The job share may consist of permanent and/or temporary unit members. ~~employees or a combination of the two.~~

8.3.1 Unit members may be entitled to job sharing a single position in accordance with the following:

8.3.1.1 Proposals for job sharing shall be developed by the unit members involved and shall be submitted to the ~~Personnel Office~~ **Human Resources Department** by May 15 for the following year. Proposals shall include the following:

8.3.1.1.1 Time division

8.3.1.1.2 Subject area responsibility

8.3.1.1.3 Meeting attendance and adjunct duty responsibility

8.3.1.1.4 Parent conference attendance and plans for communication with parents

8.3.1.1.5 Each job share team will determine how they will share a single medical/dental/vision benefit package. Both

parties may receive a full benefit package by paying the additional premium for benefits not received through the job share.

8.3.1.2 Proposals will be presented to the administration for approval.

8.3.1.2.1 Step 1: Proposals will be submitted by prospective team members to the site administration for approval. Proposals approved at the site level will be submitted to the Chief Human Resources Officer *or designee*.

8.3.1.2.2 Step 2: The final decision shall be made by the ~~Chief Personnel~~ *Human Resources Officer or designee*.

8.3.1.3 In no case will the District provide more benefits for a shared position than would be paid by the district if the position was not shared.

8.3.1.4 Shared positions shall be for one year. Extension may be granted ~~one for additional year~~ at the discretion of the Chief Human Resources Officer *or designee*.

8.3.1.5 Unit members assigned to job shares may be reassigned to full time positions upon dissolution of the approved job share.

8.3.1.6 If, *1) the temporary unit member resigns, the permanent unit member* ~~one of the job share partners resigns, the remaining unit member~~ must *return from leave* either ~~assume the responsibilities of the vacated position~~ or find another job share partner *that meets the approval of the site administrator and Chief Human Resources Officer or designee or, 2) if the a permanent unit member resigns the vacancy shall be*

*filled according to provisions of Article 7.7,
Vacancies.*

- 8.3.1.7 Unit members returning to full time status will be assigned to the same or similar position held prior to job sharing. All transfer provisions set forth in Article 7 of this agreement shall apply.
- 8.3.1.8 A job share unit member who is on duty and serves in their position for at least seventy-five percent (75%) of the days school is in session in any school year shall receive credit for one (1) year of service toward advancement on the salary schedule. This requirement can be achieved over two (2) consecutive school years.
- 8.3.1.9 ~~A probationary unit member in a job sharing assignment who is re-elected to that job sharing assignment after two years of service shall be granted permanent status as a part time unit member. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years.~~
- 8.3.1.10 If a job share position exceeds one hundred percent (100%), the job share must be dissolved, and the unit members will be designated part time without loss of existing benefits.

The District countered the Association's previous proposal concerning Psychologists, Speech Therapists, Nurses, Counselors, Program Specialists.

1. ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.3 Psychologists, Speech Therapists, Nurses, Counselors, Program Specialists

- 16.3.1 When a unit member in Article 16.3 is on Industrial or Non-industrial Health or Child Rearing leave for more than ~~ten (10)~~ twenty (20) consecutive contract days ~~or more than 20% of their total contract days during any one school year~~, the District shall ~~take immediate~~ will make every effort to hire a long term substitute to provide those services.
- 16.3.2 ~~When a vacancy exists for a position in Article 16.3, the District shall take immediate action to fill the vacancy. If there is a delay of more than 5 work days in procuring a substitute, the District shall extend the substitute contract the same number of days past the time that the unit member returns from leave or the vacancy is filled.~~
- 16.3.3 ~~Other unit members shall not do the workload of the members in Article 16.3 on leave unless they consent. Those that consent shall be compensated for the extra work. Compensation shall be on a per diem basis.~~
- 16.3.4 Current part-time, qualified unit members in Article 16.3 shall be given priority to substitute for the above members on leave. They shall be compensated at their per diem rate of pay.
- 16.3.5 The district shall will make every effort to maintain a list of qualified individuals in the categories in Article 16.3 available to work on temporary basis.

The District updated their previous health proposal to include FTE prorated dental and vision coverage for medical in-lieu members. In addition, the District excluded PersCare from their previous health retirement package second option.

The Association countered District proposed language concerning the reassignment of itinerant unit members.

7.5 Reassignment of Itinerant Unit Members

7.5.1 Itinerant unit members are speech therapists, music teachers, elementary preparation release teachers, nurses, psychologists, resource specialists, and content area specialists.

7.5.2 Itinerant unit members shall be assigned according to District need.

7.5.3 Every effort will be made to limit the reassignment of itinerant unit members to only those reassignments necessary for the appropriate allocation of staff as determined by the designated administrator.

Next bargaining session is scheduled for May 14, 2009.