

MEMORANDUM

June 5, 2013

TO: Members of the MVSEC Executive Advisory Board
FROM: Carla Cumblad, Executive Director

RE: MVSEA/MVSEC Contract

On May 21, the Mid-Valley certified and non-certified special education staff overwhelmingly voted to ratify the 3-year negotiated bargaining agreement. Attached to this memo is a red-line version of the contract. The final version is under review of our attorney. Once complete, the table of contents and indexes will be revised.

Substantial Language Changes

- 1.2 Recognition Clause: Excludes the Administrative Assistant to the Executive Director*
- 4.2 Grievance Procedure: Changes notification deadlines and adjusted timeline requirements
- 5.11 Employee Notification of Assignments: Changes in timelines
- 6.7 Association Business: Conducting union business during non-work hours
- 9.2 Additional Professional Responsibilities: Location of IEP release day on campus, not home
- 9.5.5 Vacation Days: For new 12-month employees, will be able to use vacation days as they accrue, rather than waiting a year to use them.
- 10.1 Sick Leave: Granted on the first day following the birth of the child or adoption.
- 10.6 Family Medical Leave: Aligns the 12 month-rolling basis.
- 10.11 Eliminated Sabbatical
- 13.8.6 Evaluation of Part-Time Certified Staff Members: Aligned with probationary staff timelines per PERA/SB7.
- 16.2 Posting of Seniority Lists: Aligned with PERA/SB7, only non-certified lists will be published. Including language from PERA/SB7 regarding Honorable Dismissal lists.
- 17.1 Vacancies: Changes made due to PERA/SB7.
- 17.2 Notification of Vacancies: Changes made due to PERA/SB7.
- 17.6 Voluntary Transfer: Changes made due to PERA/SB7.
- 18 Staff Reduction: Entire article changed due to PERA/SB7.
- 19.5 Flexible Spending: Elimination of detail language; including general reference.

Substantial Compensation Changes

- 9.5.3 Paid Holidays: Floating holiday for TAs will now be a .5 professional development day. The other .5 day will be a float, if they wish. No longer able to take the floating holiday any time during the year.
- 11.1 Local Retirement Incentive:
Certified Staff: 3% + step for 4 years, all three years of the contract.
Non-certified staff: Year One: 6% for 4 years; Years 2 and 3, 6% for 2 years.
- 11.2 Post-Retirement Incentive:
Certified Staff: Amounts are cut in half.
Non-certified Staff: In year one, a post-retirement stipend (halved); all other years, eliminated.
- 20.4 Salaries:
Certified: Year 1 1% on base + step; Years 2 and 3 Step only. (Step = 2.5%)
No changes to longevity: (1.25 %)
Non-Certified: Year 1-3%; Year 2-2.75%; Year 3-2.5%
No changes to longevity
All TAs earn .50 differential/ no further distinction.
- 20.7.4 National Board Certification: Grandfather current candidates at lane. Must recertify to stay in lane. New candidates earn 1X stipend at initial and renewal.
- 20.10 Salaries in Excess of the Guide: Placement no greater than Step 8.
- 20.15 Substitutes and Compensation: Non-certified. Eliminated \$15 per hour when another TA was absent. Cleaned up language for certified TAs as teacher substitutes.
- No changes to the Table of Rates.

*Note: We continue to disagree about the number of confidential secretaries that Mid-Valley should have. Further action on this item is probable, outside of the current, ratified contract.

Recommendation:

It is recommended that the MVSEC Executive Advisory Board approve the MVSEA/MVSEC bargaining agreement as presented.