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Retail and Education Collective Bargaining Agreements - U.S. Department of Labor

Collective Bargaining Agreements

7-1-1990

Moreno Valley Unified School District and Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus, California Teachers Association, National Education Association (1990)

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Moreno Valley Unified School District and Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus, California Teachers Association, National Education Association (1990)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Moreno Valley Unified School District and Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus, California Teachers Association, National Education Association (1990)

Location

Moreno Valley, CA

Effective Date

7-1-1990

Expiration Date

June 1993

Number of Workers

Unknown

Employer

Moreno Valley Unified School District

Union

Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus

NAICS

61

Sector

Local government

Item ID

6178-008b182f020 02

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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REOPENER AGREEMENT

The Moreno Valley Unified School District ("District") and the Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus ("Association"), in full settlement of the reopener negotiations required by the Side Letter Agreement to Article XIII (1988-1991 Certificated Employees Collective Bargaining Agreement, page 101), agree to amend the 1988-1991 Certificated Employees Collective Bargaining Agreement as follows:

1. ARTICLE VII - SALARIES

Section 1, Add:

Effective February 1, 1990, the District shall increase the 1989-90 Schedule A Salary Schedule by 2% as a professional development and recruitment incentive. Effective July 1, 1990, the District shall increase the 1989-90 salary schedules other than Schedule A by 2% (that is, those schedules in Appendix B).

Effective July 1, 1990, the District shall amend the 1990-91 Schedule A Salary Schedule to provide that full-time equivalent unit members shall earn no less than \$28,881 per year. The \$28,881 minimum salary on Schedule A-shall not be increased by the Governor's COLA plus 1% increase scheduled for September 1, 1990. (Part-time unit members will be prorated appropriately.)

The COLA plus 1% increase scheduled for September 1, 1990 shall be effective July 1, 1990.

Section 14 (New) - Bilingual Teachers.

The District may provide up to ten (10) additional days' pay for additional work provided throughout the year at the unit member's daily rate of pay for any or all unit members assigned to a bilingual program (classroom or pull-out). The additional work will be assigned at the District's discretion and the District's assignment of additional work for up to ten (10) days' pay is not grievable. In addition, the District shall provide not less than three (3) hours per day of instructional aide time for all unit members assigned to a bilingual program. The District shall provide an additional materials budget of \$400 per bilingual assignment, to be spent by the classroom teacher with site administrator approval.

2. ARTICLE VIII - EMPLOYEE BENEFITS

Section 9 (New) - Fringe Benefit Reimbursement.

(a) For 1989-90, the District will credit the Association unit with \$180,000 to reimburse unit members whose medical, dental and life insurance costs exceed \$3982 for the year (not to exceed the cost of full-family Kaiser, dental and life). The District will administer this

reimbursement by not deducting any amounts for insurance premiums exceeding \$3982 (up to the cost of full-family Kaiser, dental and life) as provided in Article VIII of the Agreement. The District will inform the Association by September 1, 1990 how much of the \$180,000 was expended in 1989-90 for reimbursement of Association unit members and how much remains.

- (b) For 1990-91, the District will credit the Association unit with the remaining portion of the \$180,000, as described in paragraph (a) above. The benefits cap for 1990-91 -111 remain at \$4301, as provided in Article VIII. The District shall apply the remaining amount to reimburse unit members up to the cost of full-family Kaiser, dental and life.
- (c) For 1991-92, the District will credit the Association unit with the remaining portion of the original \$180,000, that is that amount not spent in 1989-90 or 1990-91, as described in paragraphs (a) and (b) above. This \$180,000 one time allowance is provided without interest and will not continue in subsequent years unless renegotiated. However, any portion of the original \$180,000 credited in the 1989-90 school year that remains after the 1991-92 school year shall continue until exhausted.
- (d) The District will notify all unit members of the best figures available as to the rates of the various health and welfare benefit plans prior to the open enrollment period.
- (e) This provision shall have no effect on the TSA language or amounts provided in Article VIII.
- (f) This section sunsets on June 30, 1993.

ARTICLE XII - PROFESSIONAL WORKING ENVIRONMENT

Section 1(e) (New).

The District may offer pay at the contract hourly rate (currently \$17.79) for some or all inservice programs held outside the unit member's regular workday. The District will make available a semester schedule for inservices 30 days before the semester begins, stating which unit members are eligible to attend specific sessions and which sessions shall be paid. The schedule will be subject to revision(s) during the semester. The District may arrange for college or university credit for any unit member attending a specific inservice session, to be provided (if available) in lieu of hourly pay (if hourly pay is otherwise provided for the specific session).

Section 1(f) (New).

The District shall pay a unit member who acts as a presenter for a particular inservice program at the following rates:

- (1) If the presentation is during the regular workday, the unit member will be given release time for the presentation plus one (1) hour of preparation time for every two (2) (or less) hours of presentation at the contract hourly rate (\$17.79).
- (2) If the presentation is outside the regular workday, the unit member will be paid double the contract hourly rate for each hour of the presentation (\$35.58) plus one (1) hour of preparation time for every two (2) (or less) hours of presentation at the contract hourly rate (\$17.79).

Section 1(g) (New).

The District (per site managers) may schedule up to three (3) mandatory inservice training sessions per year (not to exceed one per quarter), not to exceed one (1) hour each outside the workday, for which pay and/or ralease time is not required.

Section 5(a), Amend:

The District will make reasonable efforts to provide each employee with all appropriate equipment, materials, and supplies in order to perform assigned professional duties, including equipment, materials, and supplies for special needs programs.

ARTICLE XIII - CLASS SIZE

Section 1(c) (New).

The Association may appoint three (3) unit members (one from each high school) to the District's ad hoc high school registration committee. This provision shall sunset on December 31, 1990.

Section 2(a), Amend:

- (1) Kindergarten: 32
- (2) First Grade: 30, effective July 1, 1991.
- (3) Grades 2-6 (elementary): 33
- (4) Grades 6-12: 36 in any one class and 165 students for a five (5) period teaching day exclusive of the classes set forth in paragraph (5) below. If less than five (5) periods are taught, the figure shall be pro-rated accordingly.
- (5) Special Day Class: 18

Section 2(a), Add:

- (6) Self-contained bilingual: 28
- (7) High school remedial reading: 18
- (8) Middle school opportunity: 26

Reopener Agreement

Page 4

Section 2(e) (New).

The District will staff Independent Study programs as required by State law.

Section 3(a), Delete:

"typing lab 1"

Section 3(b) (New).

At the elementary level, the District will use reasonable efforts to secure substitutes for absent teachers when a teacher is assigned responsibility for students who would have been assigned to a substitute (if one had been available) for any part of a school day, the District shall pay one (1) hour to the teacher at the hourly contract rate (\$17.79).

Section 3(c) (New).

The District shall share with the Association available data regarding historic class sizes in classes referenced in Section 3. This provision shall sunset on December 31, 1990.

Section 4, Add:

The District will limit the caseload for ESL/Bilingual pull-out programs to 100. The District will attempt to limit each teacher's assignment to no more than two (2) sites, but both the District and the Association acknowledge that sometimes assignment to additional sites may be necessary.

Section 5 (New).

The District will create six (6) new bargaining unit positions, hiring two (2) contract substitutes at K-5, 6-8 and 9-12 levels.

Ratified by the Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus, and the Moreno Valley Unified School District on February 20, 1990.

January 23, 1990 MORENO VALLEY UNIFIED SCHOOL DISTRICT ASSOCIATED TEACHERS OF

APPENDIX A MOREHO VALLEY UNIFIED SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE 1989-90 (Effective 2/1/90)

| STEP | <u>A</u> | BA + 15 | BA + 30 | MA er BA + 45 | E MA + 15 er BA + 60 Inc. MA | F MA + 30 or BA + 75 Inc. MA |
|------|----------|---------|---------|------------------|---------------------------------------|---------------------------------------|
| | | | | | | |
| _2 | 26,199 | 26,333 | 27,845 | 29,337 | 30,850 | 32,364 |
| 3 | 26,199 | 27,538 | 29,076 | 30,590 | 32,128 | 33,661 |
| 4 | 27,187 | 28,747 | 30,305 | 31,843 | 33,378 | 34,939 |
| 5 | 28,367 | 29,954 | 31,535 | 33,071 | 34,659 | 36,239 |
| 6 | 29,549 | 31.158 | 32,765 | 34,324 | 35,934 | 37,538 |
| 7 | 30,730 | 32,364 | 33,971 | 35.578 | 37,211 | 38,841 |
| . 8 | 31,912 | 33,567 | 35,199 | 36,832 | 38,486 | 40,116 |
| 9 | 33,096 | 34,774 | 36,428 | 38,084 | 39,763 | 41,419 |
| 10 | | 35,978 | 37,658 | 39,336 | 41,016 | 42,716 |
| 11 | | | 38,886 | 40,590 | 42,291 | 44,010 |
| 12 | . * | | | 41,818 | 43,568 | 45,293 |
| 13 | | | | | 44,844 | 46,594 |
| _14_ | | | | | | 47,896 |
| 19 | 34,278 | 37,104 | 40,116 | 43,071 | 46,120 | 49,193 |
| 23 | 35,459 | 38,366 | 41,346 | 44,324 | 47,370 | 50,496 |

APPENDIX A (continued)
MORENO VALLEY UNIFIED
SCHOOL DISTRICT
PSYCHOLOGISTS' SALARY
EFFECTIVE 2/1/90

Step

| - | |
|---|--------|
| 1 | 45,293 |
| 2 | 47,558 |
| 3 | 49,823 |
| 4 | 52,087 |
| 5 | 54,352 |
| _ | |