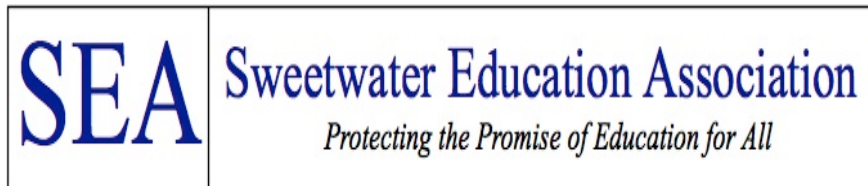


Grievance Chair

Posted by *Sweetwater Education Association* on March 21, 2011 • *Intersession Settlement Agreement* • *Article 34*



□ Intersession Grievance Settlement

On Wednesday, March 23, 2011 SEA and the District met in an attempt to resolve a grievance that originated with the Fall Intersession Session of 2010. The SEA team consisted of President, Alex Anguiano; Executive Director, Lian Shoemake; MVM teacher and SEA Board of Directors member Colleen Cook-Salas; and SEA Grievance Chair, Chuck Patterson. Representing the District were Dr. Tom Glover and Wes Braddock of the Human Resources Department and MVM Principal, Derelyn Kalafer. The neutral third-party mediator was Michelle Kieth.

Some SEA members who worked the Fall Intersession of 2010 session had not been offered the contractually guaranteed hours.

SEA was able to secure a minimum guarantee of four (4) hours per day per member at the contractual rate of pay. Members who worked more than the four hours were compensated for the additional time.

The biggest news, however, is that SEA was able to get the District to agree to a 30 minute Preparation Period for teachers who will work the Summer Session this year and the upcoming Intersession. (Our current contract does not include prep time for summer school or intersession.) The agreement will expire on July 18, 2011. This, and other negotiable issues, will be addressed at the table when SEA and the District meet to begin negotiating a successor agreement to the current contract.

The lengthy mediation lasted from 10:00 AM until 4:15 PM with the mediator shuttling between the two teams, working hard to bring them to an agreement. While exhausting, the SEA team agreed that the effort was worth it for all our members. This experience once again demonstrated that when both sides are willing to work collaboratively, a mutually beneficial solution can be reached.

Chuck Patterson
Grievance Chair & Vice-President SEA

Grievance Settlement
Between the
Sweetwater Education Association
And the
Sweetwater Union High School District
Regarding Fall 2010 and Spring and Summer 2011

In order to resolve the grievance (10-11-7) and to establish duty hours for the Spring/Summer of 2011, the Parties agree to the following:

The District agrees to differentially compensate SEA members who worked the Fall Session 2010 up to a daily total of four hours in accordance with the Schedule on appendix C-6.

The 7-12 Summer School/Intersession work day shall be four (4) hours. The unit members' workday assignments will be made as follows: Approximately one-half (½) of each Summer School/Intersession staff shall be assigned to fifteen (15) minutes before school duty and fifteen (15) minutes nutrition supervision, approximately one-half (½) of each Summer School/Intersession staff shall be assigned to fifteen (15) minutes after school duty and fifteen (15) minutes nutrition supervision. Summer School/Intersession staff shall have a 30 minute preparation period. Principals and unit members may by mutual agreement, modify the provisions of these duty hours.

The principal may schedule one (1) faculty meeting for the Summer session which may exceed the regular duty day. The daily rate of pay for serving a full-time 7-12 Summer School/Intersession assignment shall be listed in Appendix C-6. Less than full-time assignments shall be prorated according to the workday established by the principal. The Association and the District recognize that the provisions of Article 34.3 may be waived for unit members of special education. The established hourly rate shall be listed as in Appendix C-6.

This agreement will expire on July 18, 2011.

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