



## You Are Entitled To A 30-Minute Duty-Free Lunch

A minimum of thirty minutes duty-free lunch shall be provided each day including rainy day schedule (MUSD-MTA Contract Article IV, Section H.) This contractual right is for all Bargaining Unit members. The 30 minutes is included in the Bargaining Unit member's 7 hour & 15 minute or 8 hour day.

No meetings or activities may be scheduled during bargaining unit members' thirty-minute duty-free lunch time. If a meeting is scheduled during lunch and following the thirty-minute duty-free time, that time is considered meeting minutes within the board day.

Contact a Building Rep or the MTA office if you believe the thirty-minute duty-free lunch right and law is being violated.

## What's a TOSA?

*Teachers on Special Assignment* are called TOSAs by the Human Resources Division. The job descriptions vary. TOSAs can be hired into 7 hour & 15 minute positions and 8 hour positions. The majority of TOSAs work through the Instructional Division as coaches or consultants. At this time the vast majority of TOSAs are categorically funded.

Bilingual Facilitators, Counselors, Psychologists, State and Federal Program Facilitators, and other support staff positions held by Bargaining Unit members are not considered TOSAs.

## Posting and Advising of Vacancies Is Required by the Contract

Article XIII. *Transfer and Reassignment Policy* specifies the procedures for securing out-of-the-classroom positions. If the procedure is not being followed, contact your site principal and a building rep as soon as possible.

1. All vacancies shall be posted in the Human Resources Office within ten (10) days of the time the District closes the position.
2. Support Personnel and other out-of-classroom Bargaining Unit vacancies will be open to all Bargaining Unit members and will be posted at each school site for at least six (6) working days. Bargaining Unit members may request an interview through the Human Resources Office. The appropriate administrator shall make the selection recommendation to the Human Resources Office.
3. An interim appointee may be placed in the vacancy by the appropriate administrator for no more than forty (40) days. Under extraordinary circumstances this period may be extended by twenty (20) days.
4. The May 15 vacancy list shall be posted at each site no later than May 20 and continue to be posted through the end of the school year.
5. Bargaining Unit members being involuntarily transferred will be given priority in placement over any voluntary transfer requests, as well as over newly employed Bargaining Unit members' assignment requests. Whenever possible, the wishes of the individual Bargaining Unit member will be honored to the extent that they do not conflict with program, educational and staffing needs.
6. Within the first month of the school year, principals shall request names of Bargaining Unit members interested in any out-of-classroom positions. Those Bargaining Unit members indicating an interest shall be notified if such a vacancy occurs during the school year.

Over, please....