



Teachers Association of Long Beach, CTA/NEA

4362 ATLANTIC AVENUE • LONG BEACH, CALIFORNIA 90807-2818

TELEPHONE: (562) 426-6433 • FAX: (562) 424-9352

Web Site: www.talb.org



September 17, 2008

Chris Steinhauser, Superintendent
Long Beach Unified School District
1515 Hughes Way
Long Beach, CA 90810

RE: Contract Negotiations

Dear Superintendent Steinhauser:

I write to provide the Board of Education with TALB's proposals to modify the Collective Bargaining Agreement between the parties. In your role as Secretary to the Board, please transmit this cover-letter and the attached document ("Full Contract Proposals") to the Board at their next scheduled meeting so that the Board can immediately begin the process of presenting the parties proposal to the public for review and comment.

TALB would also like to schedule bargaining dates so that the parties can begin negotiations as soon as the public comment process is completed. To that end, please advise me if I should contact your office, or an alternate party, to make the necessary arrangements.

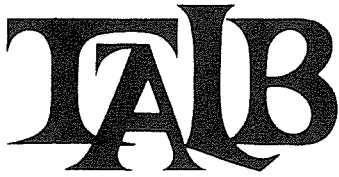
Your consideration in this matter is appreciated. Do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Boyd', written in a cursive style.

Joe Boyd, Executive Director
Teachers Association of Long Beach

c: Mike Day, TALB President
Barry Welsch, TALB Bargaining Chair
Chris Callopy, TALB Asst. Exec. Director
Debbie Ecung, Director of Employee Relations



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Full Contract Proposals

September 17, 2008

The Teachers Association of Long Beach (TALB) hereby makes the following proposals to modify, add, or delete language to the existing agreements for K-12 and CDC/Head Start. These proposals are made in a conceptual format in order to provide the parties with the opportunity to engage in discussion that will improve the Agreement for the parties. TALB reserves the right to make additional proposals as necessary during the bargaining process. All agreements reached on individual items shall be pending a final tentative agreement on the entire contract, unless the parties stipulate otherwise. All proposals and agreements, unless noted otherwise or mutually agreed upon, are applicable for the K-12 and the CDC/Head Start Agreement.

Article IV – Association Rights

Section A.2: Modify language to provide site access that limits bureaucracy and provides administrative notice consistent with normally acceptable standards.

Section B (NEW): Add TALB office as a drop-off and pick-up stop on District mail run to and from and District work sites.

Section H.1: Clean-up language to clarify that 83 days, or 186 half-days, shall be granted for leave for the purpose of TALB BOD meetings. The days will be separate from other days referenced under this section.

Section H.2: Add language to provide for timely billing by District and stipulate that District invoices for leave that are received more than 180 days after leave is utilized shall not require reimbursement.

Article V – Days and Hours of Employment

Section A.2: Modify last paragraph to provide that teacher librarians may leave 15 minutes after “the last student dismissal.”

Section A.4: Replace “six (6)” with “four (4)” on lines 2 and 3. Replace last paragraph to provide that the IEP meetings occurring after the duty day are voluntary and that payment for those meetings that are voluntarily attended after school will be paid at the hourly rate. Add an additional paragraph to eliminate recess duties (eliminate all references that provide

for recess duty). Add language to Section that limits meetings on the first day of school to 1.5 hours.

Section A.5: Modify to “the last student dismissal”.

Section A.9: Add language to first paragraph, “Secondary teacher librarians will rotate their preparation period, as needed throughout the week, to enable collaboration during the classroom teacher preparation periods and maintain equal access for students and staff members.

Section A.13: The school day prior to each holiday, per Article V, Section B.5, shall be a minimum day.

Section B.1.a and b: Modify to provide no fewer than five (5) hours of preparation and (new) provide that teachers are able to leave on these days at such time as they have completed their preparation for the starting and closing of school.

ADD: Clarify, a) teaching during conf. period before and after school starts, b) duty day for summer school, c) duty time for evening high school.

Article VI – Compensation

Section A.1: Increase salaries effective July 1, 2008, per proposal/agreement on Appendix B.

Section B.2: Review current Comprehensive Major Medical coverage details. Change lifetime maximum to six million dollars (\$6,000,000). Change prescription plan from Walgreen’s to Medco to improve service provided to members – with same co-pay structure.

Section B.3: Modify dental coverage of annual maximums for Delta Premier and Delta Option A to \$5,000.

Section B.5: Modify Vision coverage to provide competitive and quality vision care for bargaining unit members.

Section C.1: Clarify eligibility deadlines for participation in retiree benefits.

Section D (NEW): Add new section with language that provides reimbursement for out of pocket work expenses to a maximum of \$150 per month without pre-approval, or no maximum with pre-approval.

ADD – Clarification per Hamilton grievance, if yearly assignment changes resulting in more work days, more sick leave can accrue (already covered in language?)

ADD – Change sick leave use to “actual use” – e.g. If sick leave use is charged hourly, then provide for ability to request on hourly basis.

ADD – Negotiate language and clarify agreements concerning 403b participation and availability.

Article VII – Leaves of Absence

Section C.3.d: Modify to provide that one (1) hour of sick leave is granted for each eighteen (18) hours an employee has worked in an hourly assignment, including summer school and intercession assignments; and that hourly or contract sick leave may be used at any time.

Section C.4.a: Change to ten (10) days.

Section C.13 (NEW): Negotiate a Reduced Services Employment Plan.

Article VIII – Transfers

Retitle Section: “Transfers and Reassignments”

Section A: Add language to define reassignment of a member at a site and establish objective parameters for such reassignments.

Section B.4: Add language, “For subjects where there is only one (1) teacher (e.g., teacher librarian, music, etc.) and the position opens at a site after the transfer window, the District shall notify all qualified District personnel and give them an opportunity to transfer before posting the position outside of the district.

Section E.3: Modify to provide at least two (2) days of preparation time and adequate assistance including, but not limited to, boxes and personnel to move employee materials to the new work location.

Section E.4: Modify to include adequate assistance including, but not limited to, boxes and personnel to move employee materials to the new work location.

Section C (NEW): Add language to provide for return rights to a position if unit member was involuntary “bumped” and the position subsequently opens for any reason (e.g., retirement, resignation).

Article X – Class Size and Staffing Ratios

Section F: Delete the word “average”; add language to provide that students with special needs or that require support services will be evenly distributed between that grade or subject teachers.

ADD: Limit number of schools RSP teachers can be assigned to one school.

Article XI – Peer Assistance and Review

Update language to reflect current practice, law, and interests of the parties.

Article XII -- Evaluation Procedure

Section A: Provide that a five (5) year evaluation agreement signed by a site administrator shall remain in effect if the administrator leaves the school.

Article XIII – Grievance Procedure

Section A.2: Provide that a grievant may include the Association.

Section F: Modify to twenty (20).

Section G.2: Modify to provide equity between the parties in the event either party fails to respond or meet a specified deadline.

ADD: Tighten up amount of time needed to complete the grievance procedure.

Article XVIII – Term of Agreement

Modify language to reflect terms of agreement and interest of the parties.

Appendix Modifications

Calendars: Add

Appendix B: Final agreement to reflect the quality teaching provided in “America’s best urban school district” by providing that teachers are the best paid urban teachers; allowing the LBSUD to retain and recruit to maintain the highest quality education for students.

Appendix D: Add language to have District pay for renewal costs for National Bd. Certification.

New Article: Non-Discrimination

Add statement of non-discrimination.

New Article: Due Process

Negotiate language that includes, but is not limited to, due process and progressive discipline.

New Language (Article TBD): Gate Certification

Negotiate language that provides for remuneration and/or release time for participation in Gate certification and clarifies eligibility for 5 year evaluation if teaching Gate sans certification.

CDC/Head-Start Specific Modifications

Article V, Section F.1 or I.4: Modify to provide that compensatory time may be exchange for hourly rate (extra pay).

Article IX, Section P: Clarify that home visits are considered district business and increase the deductible value to actual cost, or \$1,000, whichever is greater.

Article X, Section B: Modify language that eliminates housekeepers from the calculation of the adult-pupil ratio.

Article XI: Establish a joint TALB-LBUSD committee to establish a specific CDC/HS evaluation form.

Appendix B, Section F: Review how \$25,000 is being spent. Negotiate elimination of individual limit on reimbursement for courses.

NEW: Add language that creates objective criteria for selection and retention of Head teachers.

NEW: Review and negotiate language included in yearly contracts.

NEW: Negotiate professional time for Head Start teachers completing BA, when work must be done during teaching hours.

NEW: Negotiate retention plan to reduce year-to-year contracts and guarantee a minimum percentage of ongoing contracts.

NEW (Article VII): Review and negotiate changes in involuntary transfers.

Clean-Up and Clarification:

Teacher librarian: Change all references to library teacher or librarian, to teacher librarian.

Clean-Up: Reformat contract, index, and cover-page as needed. Clean up language as needed, by mutual agreement.