



Teachers Association of Long Beach, CTA/NEA

4362 ATLANTIC AVENUE • LONG BEACH, CALIFORNIA 90807-2818
TELEPHONE: (562) 426-6433 • FAX: (562) 424-9352
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November 5, 2009

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 successor agreement proposals. In your role as Secretary to the Board, please transmit this cover-letter and the attached document ("Full Contract Proposals") to the Board at your convenience so that the Board can begin the process of presenting the parties proposal to the public for review and comment.

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'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

Attachment (1)



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Full Contract Proposals

October 5, 2009

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 bilateral negotiations 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.4 (NEW): Add language to provide for Association use of District email for Association business.

Section (NEW): Two Tuesdays each month shall be reserved for the conduct of union business.

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. Define “school month”. 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: Delete “and other duties subject to assignment by the principal.”

Replace “24” with “12” (line 16).

Section A.13: The school day prior to each holiday, per Article V, Section B.5, shall be a minimum day for Traditional and Modified calendars (e.g., Track B).

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. Review and discuss possible alternatives to pay periods for traditional and YRS.

Review and Modify: Review all language covering extended and full-day kindergarten.

Review and Modify: Application of student and teacher minimum day.

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.

ADD: An additional release day per trimester for 4th and 5th grade teachers to accommodate additional workload due to class size (e.g., parent conferences, etc.).

Article VI – Compensation

Section B.2: Review current Comprehensive Major Medical coverage details.

Change lifetime maximum to six million dollars (\$6,000,000).

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.

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 – Early Retirement Incentive Plan. Negotiate terms to provide an incentive for bargaining unit employees to retire as a mechanism to mitigate overall payroll and benefit costs.

Organization – Discuss appropriate placement of Appendix B and contract language related to health benefits.

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, evening high school, and intercession assignments; and that hourly or contract sick leave may be used at any time.

Section C.4.a: Review and modify to provide increased professional flexibility.

Article VIII – Transfers

Re-title and Revise: Re-title section to “Transfers and Reassignments” and negotiate language that provides an objective and transparent transfer and reassignment process.

Article IX – Safety

Section I: Review and modify language.

ADD: Language providing for employee parking during work hours and other duty hours (e.g., Back to School, evening supervision, etc.).

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: Language regulating combination classes.

ADD: Limit number of schools RSP teachers and Speech and Language specialists can be assigned.

ADD: Language regulating the number of preparation period teaching assignments and review remuneration rates for assignments.

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.

Section L: Check Education Code reference and update if needed.

NEW: Negotiate objective terms for the use of alternate evaluation protocols, such as “Action Research.”

NEW: Negotiate changes and updates in evaluation language and forms as necessary, including any “pilot” forms or other existing protocols.

NEW: Negotiate terms for lesson analysis or observation by anyone other than assigned evaluator.

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.

ELIMINATE: Reference to “District Certificated Unit Grievance Form” and reach agreement on an optional mutually agreeable form for inclusion in the Appendix.

Agree upon necessary elements of a grievance communication.

Article XVIII – Term of Agreement

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

Article XV – Effect of Agreement

Section B: Revise waiver procedures by eliminating “normal and customary waivers” from the waiver process by including them as “site-based options” that are specified in the agreement. Further clarify and improve waiver language.

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, nurses, and librarian remuneration is the highest priority for the LBUSD; thereby, allowing the LBSUD to retain and recruit the highest quality staff and provide the best possible 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 Article: Parent and Community Complaint Procedure

Negotiate comprehensive language outlining the process and rights for parent and community complaints.

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.

New Language (Article TBD): Parent and Community Observation, and Volunteers

Negotiate language that provides clear procedures and expectations for classroom observation and volunteers.

New Language (Article TBD): Shared Decision-Making

Negotiate language that provided for site based shared decision-making.

New Language or Review: Job description for SLC leaders and Department Heads and reach agreement on selection and retention process for same.

New Language: Review all “forms” impacting working conditions and include in Appendix.

Salary Schedules: Include salary schedules in Appendix.

Printing & Distribution: Print and distribute a copy of the contract to all bargaining unit members and new hires.

CDC/Head-Start Specific Modifications

Article V, Section F.1 or L.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 XI: Establish a joint TALB-LBUSD committee to establish a specific CDC/HS evaluation form.

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 to include all agreements since last full-printing, index, and cover-page as needed. Clean up language as needed, by mutual agreement.