



Teachers Association of Long Beach, CTA/NEA

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UPDATE

May 9, 2010

TENTATIVE AGREEMENT ON CONTRACT

The District and TALB have reached a three-year tentative contract agreement. TALB and District teams negotiated all day and into the evening on Friday and reached the final pact at approximately 8:45PM.

SUMMARY DETAILS

Term: 3 years, 2009-2010, 2010-2011, reopener negotiations for 2011-2012 on compensation plus two items to begin on Feb. 1, 2011. By mutual agreement the District and the Association may reopen on compensation and evaluation as it relates to LBUSD Race to the Top grant application for 2010-2011.

Compensation: 2009-2010 – no changes.
2010-2011 – 5 furlough days.
2011-2012 – subject to reopener negotiations.

Benefits:

- Eliminate PacifiCare HMO
- Eliminate mental health double-coverage by dropping PacifiCare Behavioral Health for Blue Shield HMO – benefits are currently covered by Blue Shield HMO.
- Combine Delta DPO and Delta Premier -- no reduction in benefits or increased costs.
- Change Pharmacy provider from Walgreen's to System Rx for Blue Shield PPO and HMO. No reduction in benefits or increased member costs.
- Pro-rated employer contributions for eligible less-than-full-time unit members.
- Amend PPO plan to provide mental health and substance abuse consistent with HMO plans (improves PPO mental health and substance abuse coverage).
- Duration of Benefits: Modify language consistent with ongoing practice to require eligible employees to apply for Medicare A and B in order to receive benefits (current practice- no change in benefits).

Calendar: Furlough days scheduled for November 22-24, 2010, March 25, 2011, and March 28, 2011. Specialized calendars modified as necessary to reflect furlough days.

Jobs: Savings produced by furlough days savings and benefit changes applied to restoration of 200 TALB bargaining unit jobs at elementary, middle school, and high school levels. Jobs restored from final district layoff list no more than 30 days after final School Board action (approx. July 15). District agrees to provide TALB with data to verify restoration.

Transfers: Improved transfer language agreement.

GENERAL MEMBERSHIP MEETING AND RATIFICATION

A general membership meeting will be held at the Lakewood High School auditorium on Tuesday, May 18, starting at 4:30PM. Lakewood High School is located at (4400 Briercreech Ave, Lakewood) The bargaining team will be available at this meeting to answer questions about the Tentative Agreement and for general discussion on the terms of the agreement. **On May 19, 20, and 21 Site Association Reps will conduct a ratification vote at each school. A "YES" vote will approve the tentative agreement and it will go into effect. A "NO" vote means the contract is not approved and the parties will return to negotiations.**

The Bargaining Team unanimously recommends a YES vote on the agreement. The team includes: Barry Welsch – Chair (Jordan), Mark Ennen (Newcomb), Gina Bonetati (Prisk), Corrin Hickey (Lakewood), Patria Daliva (Anaheim Head Start), Patsy Williams (West CDC), Kecia Woods (Madison), John Van Tress (Jordan), Michelle Shipp (Newcomb), Kevin Quinn (Edison), Joe Boyd and Chris Callopy (TALB Staff). TALB thanks the Bargaining Team for their hard work, and their many volunteer hours in this very challenging round of bargaining. And a special thanks to TALB members for their solidarity and support.

SEE REVERSE FOR MORE INFORMATION

COMMON QUESTIONS ABOUT TENTATIVE AGREEMENT

DOES THE AGREEMENT INCLUDE HEALTH BENEFIT PREMIUM CO-PAYS? No, the District agreed to drop their proposal for monthly 5% uncapped health benefit premium co-pays.

WILL THE DISTRICT VERIFY THE JOB SAVINGS COMPONENT OF THE AGREEMENT? Yes, the District agreed to provide data to verify that 200 jobs will be saved for the coming year as a result of this agreement.

WILL WE NEED TO REOPEN THE AGREEMENT FOR ADDITIONAL SALARY OR BENEFIT CUTS IN 2010-2011? No, the District agreed to drop their proposal to immediately reopen the agreement for additional cuts next year.

WHAT IS THE RACE TO THE TOP REOPENER? The District is one of five Districts submitting a joint application for Race to the Top Federal funds. At this writing the District has provided few details on their proposal. It is clear that the proposal may include proposals around teacher evaluation, site awards, or other "reform" ideas. The District is moving forward unilaterally, but some aspects cannot proceed without negotiations. The agreement provides for bargaining if it is required, and mutually agreed to, regarding the District Race to the Top grant proposal.

WILL MANAGEMENT TAKE 5 FURLOUGH DAYS NEXT YEAR? The District says yes...but was not willing to agree as a part of the contract. The District is aware that if management does not at least take the 5 furlough days that it will make good faith negotiations for 2011-2012 very difficult, if not impossible.

WILL THE 5 FURLOUGH DAYS RESULT IN A REDUCTION IN MY STRS OR PERS SERVICE CREDIT? Legislation and related STRS regulations allows for the school year reduction without a loss in service credit for a full year. PERS regulations and reporting are more complicated. Pending legislation may resolve the PERS concerns. In the meantime, the District has agreed to work with TALB to resolve any issues for PERS members.

WILL THE HEALTH BENEFIT CHANGES ALTER MY COVERAGE OR COSTS? The changes in health benefits were intended to maintain the level of benefits, but reduce costs by eliminating duplicate coverage or changing vendors. In one case, coverage will be improved by the agreement (PPO mental health and substance abuse coverage). In one case, cost will increase as the District will make prorated premium contributions for eligible part-time employees.

WHEN WILL THE NEW TRANSFER LANGUAGE GO INTO EFFECT? TALB and the District will work toward implementing some of the new language as soon as possible upon ratification of the contract, but because the process is already starting most of the new procedures will not be fully implemented until the following year.

IF THE AGREEMENT DOES NOT PASS WILL THE JOB SAVINGS STILL OCCUR? No, all aspects of the agreement including furlough days, job savings, and transfer language, are pending a vote of approval by TALB members and the Board of Education.


WILL THIS AGREEMENT RESOLVE DISTRICT FUNDING SHORTFALLS PROJECTED FOR 2011-2012? No. The District has yet to provide any details regarding plans for 2011-2012, including balancing a projected multi-million dollar deficit. The size of the shortfall will depend on the State Budget in the next two years and both Federal and State legislation.

WHERE CAN I FIND THE AGREEMENT? The complete agreement is posted at www.talb.org.

**Long Beach Unified School District
to TALB
K-12 and CDC/Head Start
Memorandum of Understanding
7:45 PM
Article VI: Compensation
K-12 and CDC/Head Start
May 7, 2010**

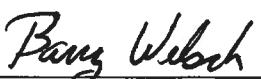
The Long Beach Unified School District and the Teachers Association of Long Beach agree to enter into this memorandum of understanding for the 2010-11 school year as follows:

1. Notwithstanding the provisions under Article VI (Compensation) of the current certificated collective bargaining agreements, the 2010-11 work year for unit members shall be reduced by five (5) furlough days with a commensurate reduction in salary based on a per diem calculation. Salary reductions shall be equally spread across the unit member's QW pay periods, except for those unit members under PERS, in which case the reduction shall be taken during the QW pay period in which the furlough day is scheduled in accordance with PERS regulations. The scheduling of these furlough days shall be as follows: November 22-24, 2010, March 25, 2011 and March 28, 2011. Other specialized calendars will be modified as necessary to reflect the above mentioned furlough days.
2. Upon request, Child Development Teachers with a work year of 177 days shall have the opportunity to make-up three (3) of the above five (5) furlough days during summer, winter, and spring breaks or off-track time in order to preserve the affected teacher's current service credit for the year.
3. The District shall restore a total of 200 K-12 bargaining unit members at the Elementary, Middle School, and High School levels from the final layoff list established by the Board on its final resolution to implement the certificated layoff, no later than thirty (30) work days following Board Action. Upon request, the District shall provide TALB with the final layoff list and related information to verify the restoration of the 200 K-12 bargaining unit members.
4. A salary schedule reflecting the reduced work year identified in paragraph (1) above shall be reflected in a modified salary schedule for 2010-11 which will be posted on the District's website.
5. This memorandum of understanding shall expire effective July 1, 2011 unless extended by mutual written agreement of the parties or otherwise through the collective bargaining process.
6. The provisions of this Memorandum of Understanding shall be subject to the grievance procedures contained in the current certificated bargaining agreements.



For the District
5/7/2010

Date



For TALB
5/7/2010

Date

**Long Beach Unified School District
Comprehensive Tentative Agreement
to TALB
K-12 and CDC/Head Start
8:00 PM**

May 7, 2010

The District proposes to maintain the current provisions of the certificated collective bargaining agreement except as indicated below.

Article IV: Association Rights, H.1.2

K-12 and CDC/Head Start

Modify association release time to clarify that the 200 release days specified in H.1 include the release time of the TALB Board of Directors.

Article VI: Compensation

B. Health and Welfare Benefits

Maintain current health and welfare benefits except as indicated below.

1. Effective January 1, 2011, eliminate Pacificare HMO.
2. Effective January 1, 2011, eliminate double coverage by dropping Pacificare Behavioral Health for Blue Shield HMO TALB bargaining unit members. These benefits are covered under the HMO plan.
3. Effective as soon as administratively possible, create a DPO Plus Premier dental plan by combining the two dental plans, Delta Premier and Delta DPO. This shall result in no reduction of dental benefits or increased bargaining unit member costs during the term of this agreement.
4. Effective January 1, 2011, change the pharmacy benefit provider from Walgreen's (WHI) to Systemed RX under the Blue Shield PPO and HMO plans. This shall result in no reduction of prescription benefits or increased bargaining unit member costs during the term of this agreement.
5. Effective 2010-11, the employer contribution shall be pro-rated for less-than-full-time unit members.
6. Eliminate the PacifiCare Behavioral Health plan and amend the PPO plan to provide outpatient mental health and substance abuse counseling consistent with the requirements and services provided to HMO participant plans.

C. Duration of Benefits

1. Modify language to conform to current practices regarding Medicare Plans A and B.

This benefit shall end when the retiree reaches age sixty-seven (67) on the condition that the retiree, if eligible, applies for coverage under Medicare Part A and B coverage at age sixty-five (65). Eligible employees who fail to apply for such coverage will not receive District health insurance from age sixty-five (65) to age sixty-seven (67). *Article VIII, C, 1, Lines 20-25*

Article VIII: Transfers


K-12

Implement the attached signed tentative language.

Article XVIII: Term of Agreement

K-12 and CDC/Head Start

- A. Extend the term of the certificated collective bargaining agreement through June 30, 2012 with reopeners for 2011-12 on Article VI (Compensation) and two other articles selected by each party. Negotiations for 2011-12 shall begin no later than February 1, 2011 with two full day pre-negotiation meetings focusing on the budget during the month of January 2011.
- B. Upon mutual agreement, the Association and District may reopen negotiations on Article VI (Compensation) and Article XII (Evaluation Procedure) concerning California's Race to the Top grant application for the 2010-11 school year.



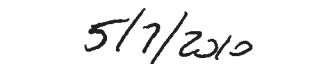
For the District



For TALB



Date



Date

**Tentative Agreement
between
Long Beach Unified School District
and Teachers Association of Long Beach
K-12 Contract
7:50 PM
May 7, 2010**

ARTICLE VIII: Transfers

A. DEFINITIONS AND CONDITIONS:

1. This Article provides procedures for a change in work location (one school, office, or other District site to another) of an employee.
2. "Vacancy" as defined in this article is an open position which the District intends to fill. This excludes openings that occur during the school year and/or openings that the District determines not to fill.
3. "Seniority" for transfer as defined in this article for temporary, probationary and permanent employees shall be the first date of certificated contract service. Days/hours in areas including but not limited to pre-service, staff development, substitute teaching or summer employment will not be considered in determining seniority.
4. "Specialized positions" as defined in this article are positions that include one or more of the following:
 - a. Calendar year beyond 182 days;
 - b. Specific certification, experience, and training including but not limited to: Advanced/Finite Math; AP; GATE; TOSA; Special Education Autism, ED, and Transition;
 - c. Special skills in areas which are paid additional assignments; or
 - d. Non-traditional assignments including but not limited to: Multi-Age; GOC and CDS; Literacy; Dual Immersion; and TOSA.

The District and the Association will collaborate on additions to the list of specialized positions annually no later than two months prior to the March 15 posting date.

5. The District Transfer Committee shall recommend the placement of unassigned unit members to vacancies in accordance with the provisions of this article. The Committee shall attempt to match employee requests against identified vacant positions through the transfer process period commencing May 1 and ending on the seventh student day of the first week of the traditional school year. The recommendations of the Committee shall be advisory to the District. The District reserves the right to make the final determination.

The District Transfer Committee shall be composed of members appointed by the Association and the District. TALB shall designate: (a) two representatives to each committee, Elementary and Secondary; and (b) one representative representing Special Education to each committee, Elementary and Secondary. The District shall designate: (a) two representatives to the Elementary committee designated by the Elementary Assistant Superintendent; (b) one representative to each committee, Elementary and Secondary, designated by the K-8/Middle Schools Assistant Superintendent; (c) two representatives to the Secondary committee designated by the Assistant Superintendent of High Schools; and (d) one representative to each committee, Special Education Elementary and Special Education Secondary designated by the Assistant Superintendent Office of School Support Services. The District Transfer Committee shall include members of the Human Resource Services support staff to facilitate the process.

Placement recommendations for non-specialized positions made by the Transfer Committee shall be based on the criteria listed in Section E in the following order:

- a. Employer-Initiated Transfers: Ranked by Permanent, Probationary and Temporary Contract in order of seniority within each group. When possible, placement recommendations shall be made within each group considering the first three preferred school sites in addition to other site preferences indicated on the Request for Transfer application.
 - b. Employee Initiated Transfers: Ranked same as above
 - c. Return from Leave of Absence: Ranked in order of receipt of Request for Transfer to Human Resource Services.
6. To facilitate the staffing process, employees are expected to make known their leave, resignation, or retirement requests by March 1.
 7. Instructional Specialists and Nurses whose regular assignments involve travel between two (2) or more District work sites shall be assigned to schedules by the District following opportunity for advisory input as to employee preferences. These employees may request a transfer for all or a part of their assignment. These assignments shall be reviewed by the District Transfer Committee.

Resource Specialist Program and itinerant teachers shall not be subject to any employer initiated change in assignment during the work year without an opportunity to meet and consult with the appropriate manager regarding the need for the change.

B. EMPLOYEE INITIATED TRANSFER REQUESTS:

1. Lists of known vacancies for the next school year shall be posted in each school no later than March 15. Postings shall be sent to the TALB Office, to each school site for posting on a designated bulletin board in the faculty lounge, and posted on the District's website. Updates of current openings will be posted in March, April and May. Postings in June and July shall be made for information purposes only. The

lists shall include (a) the District elementary or secondary school; (b) grade level or subject matter; (c) track or schedule for year-round assignments; (d) other pertinent credential/special certification and/or job description information. TALB shall be sent a copy of each list.

2. On or before May 1, teachers, nurses, and librarians may submit requests for transfer indicating each position for which they are credentialed and which they would be willing to accept, whether or not that position appears as a vacancy.

Such transfer requests shall be made on the appropriate District form. If qualified, those who submit requests will be considered for all applicable positions as they become available through the end of the first seven (7) student days of the following traditional school year.

3. Additional vacancies shall be filled by the District as they occur throughout the spring and summer, up to the end of the first seven (7) student days of the following traditional school year. The District Transfer Committee shall monitor all vacancies until they are filled.
4. Factors to be considered for Employee Initiated transfers are contained in Section E of this article.

C. EMPLOYER INITIATED TRANSFER REQUESTS:

1. Changes in staffing other than those made under Section B. above shall be made whenever the District determines that there is a need (a) to reduce staff because of enrollment loss or discontinuance of a program, grade level, or school closure; (b) to balance a school staff in terms of gender, ethnicity, teaching experience, bilingual needs, magnet programs and/or co-curricular needs. In addition, employer initiated transfers may be made for other factors confidential to the employee and Human Resource Services.
2. When the manager determines the factors related to an employer initiated transfer necessitated by school, segment, or department enrollment loss, he/she shall ask for a qualified volunteer. In the event that no one volunteers, the manager shall select for transfer the temporary contract employee in the school, segment, or department with the least districtwide seniority. If there are no temporary contract employees in the school, segment, or department, the manager shall select the probationary employee who has the least districtwide seniority as a certificated employee. If there are no probationary employees in the school, segment, or department, the manager shall select the tenured employee who has the least districtwide seniority as a certificated employee.

Temporary contract, probationary, and tenured employees may be exempted from employer initiated transfer if the change would adversely affect any of the following: (a) compliance with state and federal requirements; (b) balance of numbers of males and females on faculty/department staff; (c) balance of ethnic

minority personnel on staff; (d) ability of the school to continue to staff quality curricular and co-curricular programs.

3. A manager will hold a conference in a timely manner with an employee who is to be transferred at employer request to discuss the reasons for the change. Upon request, the employee may have an Association staff or site representative present at the conference. The displaced employee shall be given priority consideration and the employee will have the opportunity to submit a transfer request indicating positions for which he/she is appropriately credentialed.
4. Notwithstanding the provisions in C.2. above, employees shall not be subject to transfers at employer request if they are fifty-nine (59) years of age or older, have been transferred at employer request within the previous three (3) years, or have volunteered in writing for transfer to their principal and were transferred in lieu of transfer at employer request.
5. Displaced employees who are transferred shall have the right to return to their last identical assignment if it is reinstated before the end of the seventh student day of the following traditional school year. Reinstatement may only occur as a result of an increase in student enrollment.
6. Factors to be considered for Employer Initiated transfers are contained in Section E of this article.

D. RETURN FROM LEAVES OF ABSENCE:

1. Employees returning from leave shall be assigned in the order their Request for Transfer is received by Human Resource Services.
2. To facilitate the staffing process, employees are expected to make known their leave, resignation, or retirement requests by March 1.

E. FACTORS IN DETERMINING TRANSFERS: .

1. One or more of the following factors shall be considered in determining transfers initiated by employees or by the District:
 - (a) Credential(s) including Supplemental Authorization;
 - (b) Compliance with state and federal requirements, including but not limited to Education Code 35036;
 - (c) Department, grade level, or team teaching responsibility in the affected schools;
 - (d) Staffing needs of the schools (gender, ethnicity, teaching experience);
 - (e) Skills, experience, certification, and/or training and;
 - (f) Recommendation of site interview team.
2. When the District determines that the above factors are substantially comparable, seniority in the District as a certificated employee will determine transfers; except

that, in cases of equivalent seniority in the District, additional consideration will be given to the employee's length of service at the present school site.

3. The superintendent of a school district may not transfer a teacher who requests to be transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school refuses to accept the transfer pursuant to Education Code, Section 35036.
4. Under E.1.f above, a selection process shall be required for specialized positions as defined in section A.4 posted by the District. All individuals who requested a transfer to that position will be given the opportunity to participate in the selection process. Site interview teams, comprised of a majority of unit members, shall provide recommendations for consideration to the site administrator. The site administrator shall make the final recommendations for consideration to the District Transfer Committee(s) in accordance with A.5 above.
5. Any employee is eligible to initiate a transfer request or volunteer for displacement when his/her most recent final evaluation is satisfactory in all areas.

F. MISCELLANEOUS PROVISIONS:

1. Employees who are to be transferred shall be given notice of tentative assignment normally prior to the close of the school session year. Those transferred after the close of the school year shall be notified by mail.
2. It may be necessary to make employer/administration initiated transfers or employee initiated transfers during the school year. Such changes shall be made at a time and in a manner that the District determines to be least disruptive to the educational program or support service.

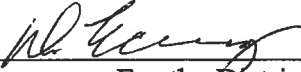
Employees who are transferred during the school year will be given as much advance notice as possible. Those who so request shall be allowed one (1) day of preparation time and reasonable custodial assistance in moving the employee's materials to the new work location.

3. Employees who are transferred at employer request at the end of the school year shall be given reasonable custodial assistance, upon request, in moving materials to the new location.
4. Employees who are granted their transfer requests shall not be eligible to apply for a subsequent transfer for at least three (3) years except with the consent of the District.
5. An employee who has received an employer initiated transfer and who was not placed in a position he/she requested shall be placed in the first priority grouping of employee initiated transfers for placement in the subsequent year if the employee submits a Request for Transfer.

6. Teachers who are assigned to sites with multiple campuses such as Poly/PAAL and Jordan/Jordan Freshman Academy are considered to be assigned to the same site. Movement between the two campuses shall not be defined as a transfer.

G. CALENDAR CHANGES:

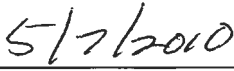
1. Teachers transferring within the same fiscal year from a year-round assignment to a traditional assignment shall be expected, through election for additional service, to work the total number of days remaining in the traditional calendar.
2. Teachers transferring from schools on traditional calendars to schools on year-round calendars shall be provided the opportunity to work additional days during their first year of service in the year-round school to assure they earn a full year of State Teachers Retirement System/Public Employees Retirement System service credit. Teachers in year-round schools who change tracks and need to work additional days to assure a full year of state Teachers Retirement System/Public Employees Retirement System service credit shall be provided the same opportunity.
3. As schools convert to year-round calendars, those employees who would prefer the traditional school schedule are encouraged to submit requests to transfer to schools which have not yet converted to year-round. Such requests will receive priority consideration during the transfer and assignment process.



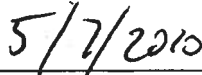
For the District



For TALB



Date



Date