

TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2021-2022

**Tentative Agreement between
Long Beach Unified School District
and
Teachers Association of Long Beach
CDC and Head Start
April 29, 2022**

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2021-2022 school years and agree to the full successor agreement set to take effect on July 1, 2022 and terminate on June 30, 2024. Both parties agree to maintain the provisions of the current certificated bargaining agreements except as follows:

ARTICLE IV – ASSOCIATION RIGHTS

A. ASSOCIATION USE OF DISTRICT FACILITIES: The Association and its members may utilize District school buildings and facilities.

4. Use of School Telephones and Cell Phones:

- a. During those times when the employee is not responsible for the instruction and/or supervision of students or other assigned duties and provided no pay phone **or personal cell phone** is available, the school telephone may be used for calls concerning matters of serious and compelling personal importance that cannot be made before or after the workday.
- b. In addition to 4.a., designated site representatives, when not responsible for the instruction and/or supervision of students or other assigned duties, will have reasonable use of a school telephone for local calls involving representation matters. The conduct of Association business will not interfere with the business of the District.
- c. The use of the District phone to conduct personal enterprise is prohibited. Toll calls shall be charged to the employee's home phone bill by the employee.

G. NEW UNIT MEMBER INFORMATION

Except for unit members who have submitted written requests pursuant to Government Code section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or hire-date **of birth**, the District shall provide TALB with unit member information on the new teacher hires.

The unit member information will be provided to TALB electronically via a mutually agreeable secure FTP site or service, at TALB's expense, within thirty (30) days from the

date of hire. This contact information shall include the following items, if they are included in the District's records, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home, street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Hire date

Periodic Update of Contact Information: Subject **to prohibitions of disclosure outlined to 1.b)** above, the District shall provide TALB with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to TALB electronically via a mutually agreeable secure FTP site or services at TALB's expense.

TALB agrees to provide Employee Relations Services with the names of designated site representatives and to update the list as changes occur. The District agrees to provide the Association public documents distributed to school board members and the press in preparation for meetings of the Board of Education.

J. ASSOCIATION LEAVE:

1. The District will grant to the bargaining unit as a whole a total of two hundred fifty (250) days per fiscal year (July 1-June 30) of released time for unit members to attend workshops, conferences, or other activities sponsored by the Association as identified by H.a 1 and H.b 2. The TALB president or his/her designee shall submit in writing the information and the names of unit members who are authorized to use the association leave days to Employee Relations Services prior to an employee's application for the released time. Written application for approval for such released time must be submitted by the employee on the appropriate District form to the site manager at least five (5) working days prior to the anticipated absence.

ARTICLE VI – COMPENSATION

A. SALARIES:

7. **403(b) and 457 Plans.** Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) 457 plans, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB when considering a change in the 403(b) or 457 third party administrator.

Appendix B: Salaries

Salary: 4.5% increase to bargaining unit salary schedules, stipends, and rates of pay for **2021-2022** retroactive to **July 1, 2021**. An additional one time off-schedule payment of **2.5% for 2021-2022 based on the unit members' earnings for the 2021-2022 fiscal year.**

B. HEALTH AND WELFARE BENEFITS

6. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or ~~same-gender~~ domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch.
 - c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of existing plan without modification of benefits, except as noted.
 - c. **Chiropractic Care PPO: Up to 25 visits per injury. Extra visits must be deemed medically necessary as of 1/1/22**

ARTICLE VII – LEAVES OF ABSENCES

C. Leaves of Absence With Pay

3. Sick Leave:

- d. **Kin Care Leave (Labor Code § 233):** Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of **or take to a doctor for preventive care** a child, parent, parent in law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. This leave shall be prorated for part-time unit members. **The District may require a**

statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member.

4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
 - b. Where possible, and with the exception of (§ 7) above, employees shall notify the site manager not later than 2:00 p.m. on the day prior to the workday when leave is to be taken.

10. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. **Employees who receive compensation from the court for jury service performed during a regular duty day, shall reimburse the district that exact amount.** In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty during non-work days. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at a rate of \$75 per day for jury duty served during non-work days.

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT

- I. The District shall compensate a bargaining unit employee for loss or damage to personal clothing or personal property as defined in Labor Code, section 3208, arising from an accident while acting within the scope of his/her employment. Claims for compensation must be submitted to the Chief Business and Financial Officer on the appropriate form for approval.
 1. The District shall provide for the reimbursement to employees for the loss or destruction, or damage by arson, burglary or vandalism of personal property used in the schools of the District, as follows:
 - a. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee bringing the property and the school administrator or person appointed by the administrator for this purpose at the time the approval for its use was given
 - b. When granted, such approval and agreed-upon value shall be in writing.
 - c. Reimbursement for non-insured value shall be limited to a maximum of \$500 **\$600** per employee per year.
 - d. It is the employee's responsibility to provide reasonable precautions and security for the approved item(s).

2. The District shall provide for the reimbursement of any employee's watch and other jewelry that was damaged or destroyed as a result of an assault or intervention in a fight while acting within the scope of employment. Reimbursement will be limited to a maximum of ~~\$500~~ **\$600**.

P. While on District business, in the event an employee's vehicle is damaged as a result of vandalism or theft, the District will reimburse the employee for the insurance deductible payment in an amount not to exceed ~~\$500~~ **\$600** per incident.

The above is contingent upon all of the following:

1. The employee secures a police report regarding the vehicular vandalism or **theft** within twenty-four (24) hours of the incident.
2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the employee was required to be engaged in District business.
3. The employee provides the Risk Management Branch with evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance company.

ARTICLE XI - EVALUATION PROCEDURE

A. **FREQUENCY.** Evaluation and assessment of the performance of employees shall be made on a continuing basis at least once each school year for temporary and probationary personnel and at least once every other year for employees with permanent status.

CDC Teachers

Effective with the 2008-09 school year, CDC unit members with permanent status shall be evaluated at least every five (5) years if they have been employed by the district for ten (10) years or more as a CDC teacher and if the evaluator and the unit member consent to such a timeline. **Upon completing the final evaluation, the administrator will indicate if the unit member is recommended for the 5 year cycle.** In order to be eligible for the five year cycle a unit member's most recent evaluation must contain an overall rating of at least Effective.

Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request the evaluator will meet with the unit member to explain the reasons for withdrawal.

ARTICLE XII – GRIEVANCE PROCEDURE

A. DEFINITION:

2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. **The District and TALB reserve the right to combine multiple like grievances upon mutual agreement.** The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.

B. INFORMAL LEVEL:

1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her **immediate** site manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the **immediate** manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.
2. The immediate manager shall provide a response within five (5) days of the informal conference.

C. FORMAL LEVEL – STEP 1:

Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant shall present his/her grievance in writing on the District Certificated Unit Grievance Form to his/her **immediate** site manager.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.
2. The immediate manager shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance **or within five (5) days following a conference.**

D. FORMAL LEVEL – STEP 2:

Upon receipt of the Step 1 response, and if the decision of the **immediate** manager is not satisfactory, the grievant, within ten (10) days of receipt of the response may file an appeal with Employee Relations Services which shall transmit it to the Superintendent or to another district-level manager designated by the Superintendent.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.

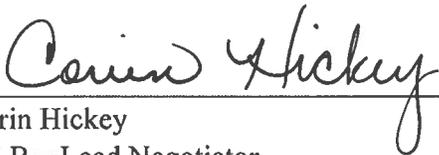
2. The grievant or the respondent (Superintendent or designee) may request a personal conference regarding the grievance. The respondent shall communicate his/her decision in writing to the grievant within fifteen (15) days of receipt of the appeal or within **five (5)** ~~four (4)~~ days following a conference.

ARTICLE XVIII - TERM OF AGREEMENT

- A. **This agreement shall take effect beginning July 1, 2022 and terminates June 30, 2025.** Full Contract shall be open for **2024-2025**, with reopeners for **2022-2023** and **2023-2024** on Article VI and three articles selected by each party.

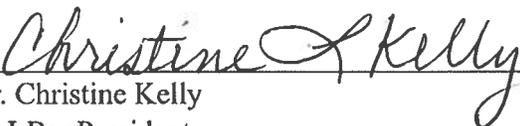
Signatures:

For TALB:



Corrin Hickey
TALB – Lead Negotiator

5/13/22
Date



Dr. Christine Kelly
TALB – President

5/13/22
Date

For the District:



Steven Rockenbach
Director of Employee Relations and Ethics

4-29-22
Date