

Tentative Agreement Between the
Glendale Unified School District
and
Glendale Teachers Association

August 24, 2010
6:30 pm

The parties agree to continue the terms of the previous Agreement terminated on August 18, 2009, effective August 28, 2009 for the period from August 29, 2009, through June 30, 2010, and for a new Agreement, effective July 1, 2010 through June 30, 2013, status quo with the following modifications:

1. Modify Article 3, "Association Rights", section 13, "Other Released Time", to read as follows:

"Section 13. Other Released Time

(a) Any employee who is designated by the Association to attend meetings, during working hours, of the affiliate organizations directly related to the Association must receive prior approval from the District. Employees attending such meetings shall do so without loss of salary and with no payment by the District of the employee's expenses. No single employee shall be released more than 7 instructional days in a school year, exclusive of summer school, under this section. A total of fifty (50) released days per year shall be allotted to the Association for such use. The District may in its discretion permit additional released days, in which event the Association shall pay the District for each such day an amount equal to the daily substitute rate (when a substitute is employed).

(b) Should an employee be elected as an officer of the National Education Association, (NEA), additional released days may be utilized for the purpose of said employee's attendance at required meetings of said organization, in which event the Association shall pay the District for each such day an amount equal to the daily substitute rate (whether or not a substitute is employed).

(c) The President of the Association shall have available 20% of each semester of released time, non-accumulative at the District's expense, for the purpose of community relations and Association/District communications.

(d) When an employee is released from duty pursuant to Education Code section 44987, in lieu of the reimbursement to the District provided by that section, the Association shall reimburse the District at the current daily pay rate for an employee placed at Appendix B, Class IV, Step 5."

2. Delete Article 7, "No Strike Clause".

3. School Calendars

The 2010-2011 traditional school year calendar provided to GTA on 2-3-10, and the certificated employee work years based thereon, as adjusted by Section 4 below, shall become Appendix "O" to the agreement and shall be implemented for school year 2010-2011, (Attachment B), as modified by Section 4, "Furlough Days", below. The 2012-2013 school year calendar shall be an early start calendar. The parties shall negotiate the placement of work days on that calendar prior to March 1, 2011. The District and Association shall negotiate the impact and effects of the 2012-2013 Early Start Calendar beginning September 15, 2011.

The District will observe the requirements of its energy policies in consideration of the well-being of students and staff starting school during warm summer weather conditions.

4. Memorandum of Understanding for Furlough Days Modifying Article 8, Hours of Employment Sections 11 and 13 and Appendix O

The current number of unit member work days for all unit members shall be reduced by 1 non-instructional day and 1 instructional day in school year 2010-2011, 3 days (1 non-instructional and 2 instructional) in school year 2011-2012, and 4 days (2 non-instructional and 2 instructional) in school year 2012-2013. Concurrently, the annual compensation for unit members shall be reduced by 2 days at the per diem rate in school year 2010-2011, by 3 days at the per diem rate of each member in 2011-2012, and by 4 days in school year 2012-2013, as compared to the 2009-2010 compensation. Such reductions are one-time only reductions as to each school year, and are not ongoing as to the next school year. The parties will determine the placement of the reduced work days in each year no later than March 15th of the previous year, except that the dates for the 2010-2011 school year will be determined by September 15th, 2010. In addition the parties will agree on a 2011-2012 teacher work calendar by February 1, 2011.

Effective July 1, 2013, the 2009-2010 annual compensation and work year shall be reinstated, unless otherwise negotiated by the parties.

If the District actually receives the 2010 H.R.1586 Federal Education Jobs funding in an amount of at least \$150 per unit of ADA then the 2 furlough days in 2010-2011 shall be rescinded. It is the intention of the parties that the additional funding be new money with no attendant reduction to any other source of state funding below the June 22, 2010 adopted budget.

5. At Article 8, "Hours of Employment", change section 8a(2) to read "When a secondary site administrator deems it advisable and practicable and by two-thirds majority agreement of all members of a department. . . ."

6. At Article 14, Wages (Reopener Agreement), delete the language at page 23 under 2008-09 Compensation through the end of page 23. Maintain current salary schedules at Appendices A-N for school years 2010-2011, 2011-2012, and 2012-2013, except as modified by the Memorandum of Understanding at Item 4 for furlough days, and the corresponding salary reductions for each year detailed therein.

7. At Article 15, Health and Welfare Benefits (Reopener Agreement), section 1.a., shall be modified to read: "Effective July 1, 2010, the District shall provide each full-time eligible employee with a maximum annual employer contribution toward health insurance premiums for plans offered by the District of \$13,547. If the employee selects health coverage with a premium cost above the maximum employer annual contribution, such additional premium costs shall be deducted from the employee's payroll warrants in approximately equal amounts over the number of warrants paid in the year as a condition of receipt of coverage. Commencing July 1, 2011 and each year thereafter, the maximum annual employer contribution shall be increased by 8% over the maximum contribution from the previous school year.

Change "Blue Cross" to "Blue Shield".

At section 3 on page 28, change "shall be eligible for District paid health and welfare benefits. . ." to "shall be eligible for health and welfare benefits as provided in section 1.a. for the period of the contracted assignment."

Add new section 5: "A District Employee Benefits Committee comprised of an equal number of members appointed, respectively, by GTA, CSEA, and GSMA, shall meet at least quarterly to

investigate plan benefits and features in the interest of exploring options and reducing and containing the costs of health and welfare benefits. The advisory findings and recommendations of the committee shall be provided to all negotiating teams for consideration."

Delete sections 5 and 10. Renumber remaining sections.

The parties agree to incorporate the provisions of the Memorandum of Understanding dated June 28 (District) and July 9 (GTA), 2010 into the provisions of this agreement.

8. At Article 16, Early Retirement, modify section a. "Eligibility" to read: "For employees who retire on or after July 1, 2010, and who meet the age, service and other requirements set forth below, and retire from regular District service prior to age 65, the District shall provide health benefit coverage and benefits set forth below. . ."

Modify section b, "Benefits", first sentence to read, "The medical benefits currently provided under this plan shall be paid by the District on behalf of the retiree and his or her dependent(s), subject to the retiree contribution requirements per the selected plans, which shall be the same as the contribution requirements for active employees in Article 15, section 1.a."

9. Replace Article 24, "Duration and Termination" with the following language:

"1. This Agreement shall be the successor Agreement of the parties for the period July 1, 2010 through June 30, 2013."

"2. There shall be no reopener negotiations for 2010-2011, except as provided herein."

"3. The parties shall exchange initial proposals for reopener negotiations on salary, work year, calendar, health and welfare benefits, and one other article specified by each party for school year 2011-2012 no later than February 15, 2011, and shall commence reopener negotiations on these items no later than March 1, 2011. The parties agree to hold three negotiations sessions during the months of March and April, 2011."

"4. The parties shall exchange initial proposals for 2012-2013 reopener negotiations on salary, work year, calendar, and health and welfare benefits and one other article specified by each party by October 1, 2011, and shall commence negotiations for 2012-2013 by November 1, 2011."

"5. If the 2011-2012 state budget increases or decreases the District's unrestricted base revenue limit per unit of ADA as compared to the prior year by more than \$50, as calculated from the data contained on the SACS Revenue Limit Worksheet, or other equivalent State document, then Article 14, Wages, Article 15, Health and Welfare Benefits and the Work Calendar, shall be reopened, and the parties shall exchange initial proposals for 2011-2012 within 10 days of the adoption of such state budget, and shall commence negotiations within 30 days of the adoption of such budget. The "increase or decrease" is intended to address the actual change in District revenues, as determined above, notwithstanding modification of funding formulas by legislation."

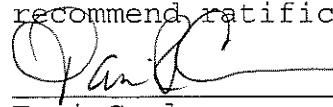
"6. Any new ongoing state or federal revenue and/or any successful parcel tax shall serve to reopen the salary and work year provisions of this agreement. It is the intention of the parties that the additional funding be new money with no attendant reduction to any other source of state funding below the adopted budget."

"7. Initial proposals for a successor Agreement commencing July 1, 2013 shall be exchanged by the parties no later than October 1, 2012. The parties shall commence negotiations for a successor Agreement no later than November 1, 2012."

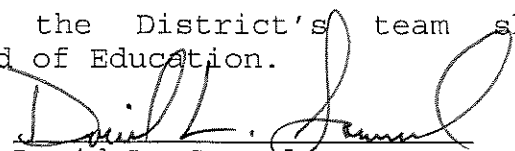
10. Within 5 work days of the ratification of this agreement, GTA shall dismiss with prejudice ULP charge LA-CE-5295-E. Both parties waive their right to file any ULP charges related to these negotiations.

11. GTA shall complete the ratification vote of its membership on this agreement and shall notify the District of the results of the election no later than 10:00 pm on Thursday, September 9, 2010. GTA's Bargaining Team and GTA's Executive Board shall unequivocally support the passage of this agreement.

Upon ratification by GTA, the District's team shall recommend ratification by the Board of Education.



Tami Carlson
for GTA



David L. Samuelson
for GUSD

8/24/10

Date

8/24/10

Date

We the undersigned in these negotiations support and will recommend ratification of this agreement to our respective parties.

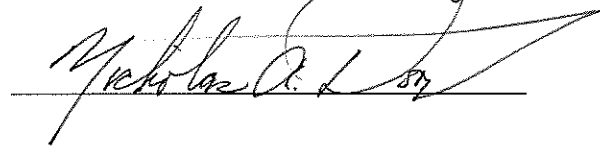
GTA Team Members



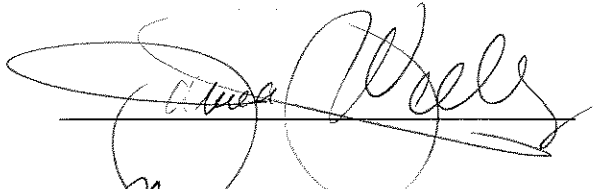
Michael R. Hawley

Lenora Puskel

Patricia A. Ashley

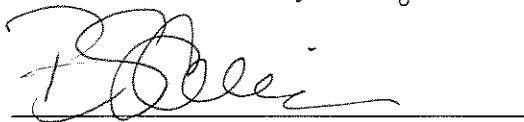


Michael R. Romo



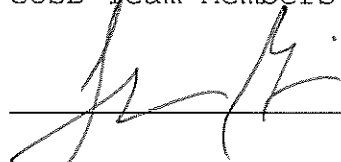
Phyllis Miller

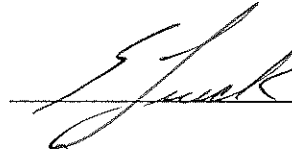
Wendy Vasquez





GUSD Team Members


Margaret A. Christie



Maria A. Salvo

