



# Bargaining Update #1

United Teachers of Pasadena

October 2009

On October 6, 2009, the UTP and PUSD bargaining teams met for the first negotiation session of the 2009-2010 school year. During the session, we discussed the following Contract items:

- 1) **Article XIX, Site-Based Decision-Making – UTP Counter-Proposal #1:** In the District's initial proposal, it proposed to maintain the status quo Contract language but to change the percentage of votes need to waive the Contract from 90% to two-thirds or 66.667%. UTP proposed new language that would eliminate Site-Based Decision-Making teams from the Contract but would continue to allow for Contract waivers. UTP's proposal would afford the UTP membership at every school site the right to initiate a proposal that would waive a specific provision of the Contract such as the repackaging of instructional minutes. The District will provide UTP with its Proposal #2 in a future negotiation session.
- 2) **Article VII, Transfers and Reassignments – PUSD Proposal #2:** The District proposes to revert to the language of the 2003-2006 Contract. The previous Contract permitted the District to grant voluntary transfers and involuntary transfers based on "the needs of the District." UTP believes that the current Contract language, with some clean up needed, should be maintained as it provides for transfers and involuntary transfers to be determined by seniority.
- 3) **The Official Calendar for the 2011-2012 School Year:** UTP is waiting for the District's counter-proposal #2 that would address the beginning and ending dates for the 2011-2012 school year. UTP will determine what our members want once we have tallied the results of the Calendar Survey. We have, however, received Contract language from the District regarding reducing the work year. The District proposes to "reduce the work year at it's discretion." In other words, the District wants UTP to relinquish our right to negotiate our work year and agree to language that would allow the District to impose furlough days as it chooses.
- 4) **Memorandum of Understanding (MOU) regarding Sign-on and Retention money for Speech and Language Therapists – PUSD Proposal #1:** The District proposes that money be used to provide sign-on and retention bonuses for Speech and Language Therapists. The District stated that these positions are hard to fill and that offering sign-on and retention bonuses would help the District be more competitive. UTP will provide a counter-proposal to the District in a future negotiation session.
- 5) **Salary, Health and Welfare Benefits, and Duration and Signatures – PUSD Proposal #1:** The District proposed a three-year Salary and Health and Welfare Benefits agreement. The following is the language of the District's proposal:

## Article XIV—Salary and Salary Schedule Rules and Regulations

1. 2008-2009: All salary provisions and scheduled (including Appendices A, B, and C) applicable to the 2007-2008 school year shall remain unchanged and in full force and effect for the 2008-2009 school year. **\*THIS MEANS A 0% SALARY SCHEDULE INCREASE FOR THE 2008-2009 SCHOOL YEAR DESPITE AN ENDING BALANCE OF \$26.3 MILLION (\$21.5 MILLION IN THE UNRESTRICTED GENERAL FUND AND \$7.6 MILLION IN THE RESTRICTED).\***
2. 2009-2010: All salary provisions and scheduled (including Appendices A, B, and C) applicable to the 2008-2009 school year shall remain unchanged and in full force and effect for the 2009-2010 school year, subject to Article XXIX (Duration and Signatures). **\*THIS MEANS A 0% SALARY SCHEDULE INCREASE FOR THE 2009-2010 SCHOOL YEAR DESPITE A PROJECTED ENDING BALANCE OF \$21.2 MILLION (\$13.9 MILLION IN THE UNRESTRICTED GENERAL FUND AND \$7.9 MILLION IN RESTRICTED).\***
3. 2010-2011: All salary provisions and scheduled (including Appendices A, B, and C) applicable to the 2009-2010 school year shall remain unchanged and in full force and effect for the 2010-2011 school year, subject to Article XXIX (Duration and Signatures). **\*THIS MEANS A 0% SALARY SCHEDULE INCREASE FOR THE 2010-2011 SCHOOL YEAR DESPITE THE FACT THAT WE DO NOT KNOW THE STATE BUDGET.\***

### **Article XV—Health and Welfare Benefits**

1. Commencing with the 2009-2010 school year, the District's maximum contribution to the health plans (medical and prescription benefits only) listed in section 15.1.1.1 per unit member shall not exceed the cost the Blue Shield POS plan (by tier) and the Medco prescription coverage plan for the 2008-2009 school year. Hereafter, these two plans are referred to collectively as the "health benefit plans."
2. Commencing October 1, 2009, the amount of out of pocket expense per unit member for health benefit plan premiums shall be increased as necessary to account for increases in these premiums above the amount set forth in #1 immediately above. Such employee contributions shall be accomplished through automatic, tenthly payroll deductions. **\*THIS MEANS THAT THE DISTRICT WANTS YOU TO PAY FOR ANY INCREASED COST TO THE HEALTH AND WELFARE BENEFIT PLANS. IN OTHER WORDS, YOUR MONTHLY OUT-OF-POCKET DEDUCTIONS WOULD NO LONGER REMAIN AT \$13.00, \$28.00 OR \$68.00. THE DISTRICT WANTS TO PUT A HARD CAP IN WHAT IT CONTRIBUTES TO OUR HEALTH AND WELFARE BENEFITS, SO THAT EVERY YEAR THAT THERE IS AN INCREASE, WE PAY MORE.**
3. The foregoing limitation on the District's contribution to the health benefit plans for unit members shall apply to implementation of section 15.11 (and all subsections) with regard to retired unit members pursuant to the existing language of those sections. **\*THIS MEANS THAT OUR RETIREES WOULD ALSO PAY MORE OUT-OF-POCKET EVERY YEAR THAT THERE IS AN INCREASE.\***

### **Article XXIX—Duration and Signatures**

1. This Agreement shall remain in full force and effect from July 1, 2008, through and including June 30, 2011.
2. 2009-2010: If the funded Base Revenue Limit per ADA (BRL/ADA) is 1.00% or lower than that of 2008-2009, the District may reopen negotiations on Salary, Health and Welfare Benefits, plus two articles. If the funded Base Revenue Limit per ADA (BRL/ADA) is 2.00% or higher than that of 2008-2009, UTP may reopen up to three articles.
3. 2010-2011: The same conditions as those set forth above for 2009-2010. **\*THIS MEANS THAT THE DISTRICT WANTS TO BE ABLE TO RE-OPEN NEGOTIATIONS ON SALARY AND HEALTH AND WELFARE BENEFITS IF CERTAIN CONDITIONS EXIST. THE DISTRICT ALREADY PROPOSED 0%, SO RE-OPENING COULD MEAN THE DISTRICT PROPOSING TO DECREASE OUR SALARY SCHEDULES. FYI, WE KNOW THAT THE CONDITION EXISTS THIS YEAR AS THE BRL/ADA IS 1.00% OR LOWER. IT APPEARS THE DISTRICT WANTS TO STICK IT TO YOU TWICE – TAKE 0% AND BE ABLE TO NEGOTIATE SALARY TAKE BACKS.**

It is becoming more apparent that the salaries of PUSD employees are less and less competitive, with one exception however, the salary of the Superintendent. The PUSD Superintendent's salary is one of the most competitive salaries among superintendents in Los Angeles County. Mr. Diaz earns in excess of \$230,000.00 per year, making him one of the highest paid superintendents in Los Angeles County and one of the top in the state. Meanwhile, the District wants us to accept ZERO percent on the salary schedule AND possibly pay more out-of-pocket for our health and welfare benefits AND possibly reduce our salaries. The District's ending balance from 2008-2009 (\$26.3 Million) and projected ending balance for 2009-2010 (\$21.2 Million) do not justify the District's salary and health and welfare position at the bargaining table. What's wrong here?

It is critical that you support your bargaining team by getting involved and being ready to fight for our salaries and benefits. It is time that UTP members contact the School Board and let them know that the District's fiscal position does not justify take backs on our salary and health and welfare benefits.

Here are the School Board members' emails for you.

Tom Selinske, School Board President: [toms@encoreawards.com](mailto:toms@encoreawards.com)

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Ramon Miramontes: [ramonm@maciso.org](mailto:ramonm@maciso.org)

Stay tuned - Our next negotiation session is scheduled for Friday, October 23, 2009.