



# *United Teachers of Pasadena*

April 24, 2009

Dear UTP Bargaining Unit Members:

On February 26, 2008, United Teachers of Pasadena and Pasadena Unified School District resolved the following two grievances:

1. Effective immediately, Janet Silverman, shall have 2.33 days of Personal Necessity Leave restored for the 2.33 days that she was incorrectly "docked" for "not signing-in" prior to "A" and "B" Monday professional development meetings. In addition, the District shall immediately complete a similar calculation and restoration of docked Personal Necessity Leave hours for all similarly affected unit members. Furthermore, the District shall provide the Association with a list of all unit members affected by this "docking" incident.
2. In compliance with the statute of limitations, the District shall compensate teachers 20% of their daily rate of pay for teaching an additional class period. For the past three years (2004-2007), teachers compensated at 17% of their daily rate of pay shall be paid the difference from 20% and 17% of their daily rate of pay.

If you believe that during the 2006-2007 school year you were incorrectly "docked" for "not signing-in" prior to "A" and "B" Monday professional development meetings, you need to calculate the amount of sick leave, PNL, and/or salary that was docked and submit your calculations to Shelly James, PUSD Chief Human Resources Officer, no later than May 15, 2009. Upon receipt of your calculations, the District shall verify your calculations and restore docked sick leave, PNL, and/or salary within thirty (30) days.

If you taught an additional class period during the 2004-2005, 2005-2006, and 2006-2007 school years, the District may have only paid you 17% of your daily rate of pay instead of 20%. In order to receive the retroactive pay of the difference, 3%, you will need to calculate the amount of days for each school year and submit your calculations to Shelly James, PUSD Chief Human Resources Officer, no later than May 15, 2009. Upon receipt of your calculations, the District shall verify your calculations and compensate you the difference within thirty (30) days.

Sincerely,



Bethel Lira  
UTP President

Sincerely,



Shelly James  
PUSD Chief Human Resources Officer

**Resolution of Grievance  
Between Pasadena Unified School District and United Teachers of Pasadena  
April 24, 2009**

The two parties agree to resolve the following grievance matter:

Steve Carrick and Rochelle Coombs re: Hours

The District shall provide Steve Carrick and Rochelle Coombs with the option to select: seven (7) days of instructional release time; seven (7) days of compensation at the substitute teacher daily rate of pay; or a combination of instructional release time and compensation for a total of seven (7) days.

If instructional release time is selected by the affected bargaining unit member(s), the bargaining unit member(s) shall select three (3) days of instructional release time during the 2008-2009 school year and select the remaining four (4) days of instructional release time during the 2009-2010 school year. Where the individual bargaining unit member spends this instructional release time is up to his/her professional discretion.

Steve Carrick and Rochelle Coombs will notify Shelly James of their selection no later May 1, 2009. If the option for compensation is selected, then the District shall pay no later than June 10, 2009.

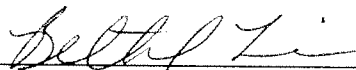
This grievance is being resolved on a non-precedential basis.

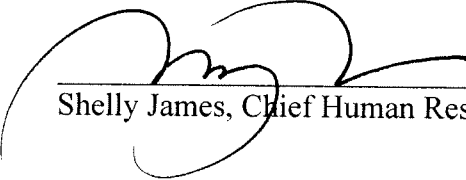
Dated: April 24, 2009

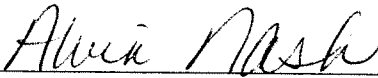
Dated: April 24, 2009

UNITED TEACHERS OF PASADENA

PASADENA UNIFIED SCHOOL DISTRICT

  
Bethel Lira, President

  
Shelly James, Chief Human Resources Officer

  
Alvin Nash  
Contract Management Chairperson