



A Report from the Long Beach Unified School District Negotiating Team ■ January 30, 2006

TALB Misuses District E-mail

Immediate Raise of 4 Percent Rejected by TALB's Tony Diaz

In a misuse of public school resources for political purposes, TALB President Tony Diaz sent an e-mail to employees last week, campaigning against Board of Education incumbents. He unilaterally rejected an immediate 4 percent raise for all teachers instead of responding to the district at today's bargaining session.

Diaz's e-mail, sent to thousands of teachers via the taxpayer-funded school district e-mail system, violated not only Internet provisions of TALB's contract but also the state *Education Code* regarding the use of district equipment for political purposes. The e-mail also contained numerous false and misleading statements regarding the school district's recent salary proposal:

- While the district proposal included a 4 percent raise that would go into effect at the semester if TALB acts now, Diaz characterized the raise as a 1.6 percent increase for the year, and he claimed there was no increase for 2006-07. **False.** The 4 percent continues on the salary schedule next year and beyond, and the district also has proposed to reopen salary negotiations for 2006-07. The school district proposed a raise for one year because TALB's initial proposals were only for a one-year agreement. Neither negotiating team has proposed negotiating for 2006-07.
- Diaz claimed that the district proposed creating an additional six-year delay to reach the maximum salary. **False.** The school district did not lengthen the time it takes to reach the highest paying step. Currently the salary schedule's last longevity increase of \$1,000 begins at year 24. The district did not propose moving the last increment from year 24 to year 30 as the TALB analysis claims. Instead, the district added an additional increment at year 30 *on top of the existing longevity increments*. This is clearly an additional benefit, a new higher step, that had not existed before. Without this new step at 30 years (which provides an extra

annual \$2,500 in addition to the 4 percent raise), the maximum salary step would remain at 24 years, and there would be no 30-year increase.

- Diaz claimed that the school board proposed a cap on district contributions to employee health plans. **False again.** The district has *not* proposed such a cap. The school district has simply proposed that both parties work together to control costs. The district did *not* propose that teachers pay monthly premiums for health benefits, as TALB has assumed. The school district does *not* have high co-pays and deductibles. The district offers some of the best health benefits in California.

Several other statements by Diaz omitted key facts. He stated that the district has proposed that a school principal could stop a teacher from advancing on the salary schedule if the teacher received an unsatisfactory evaluation. Diaz omitted the key fact that, unlike other evaluations which cannot be grieved, these evaluations can always be grieved and arbitrated, so there is a third-party check. The same is true for the district proposal that principals would have the right for good cause to suspend teachers without pay for 15 days. The school district proposed this because TALB had previously proposed a due process disciplinary clause. The school district responded with a disciplinary proposal, again incorporating due process rights, including the right to file a grievance and take the matter to arbitration.

Diaz criticized another proposal without disclosing that it is already a long-standing mutual practice by the school district and TALB: special education teachers cannot transfer for four years. The district proposal codifies this long-standing practice, which is designed to provide our special education students with experienced, qualified teachers.

Facts from the Table

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are available online at

www.lbusd.k12.ca.us

under Employee Relations Services.