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**TENTATIVE AGREEMENT BETWEEN
GARVEY SCHOOL DISTRICT (GSD)
AND
GARVEY EDUCATION ASSOCIATION (GEA)**

MAY 2006

Tentative Agreement

This document contains all issues on which the parties have reached tentative agreement. Any matter discussed by the parties that is not addressed herein, is considered withdrawn. The provisions of the current collective bargaining agreement shall remain the same except as modified and agreed to in this tentative agreement. Final agreement is subject to ratification by the respective parties.

In settlement of negotiations for July 1, 2005 through June 30, 2006, the Garvey School District and the Garvey Education Association agree to the following:

GEA/GSD Tentative Agreement for 2005-2006

ARTICLE 6: Salary

Effective July 1, 2005, the certificated salary schedule shall be increased by 2%. On February 1, 2006, the existing salary schedule in effect since July 1, 2005 will be increased by 1.5%. The District and the Association agree that if another bargaining unit receives a greater salary percentage increase, the Association will be entitled to the same increase.

CHANGE 6.4.1: Hourly Rate of Pay

~~6.4.1 Effective September 1, 2000, the hourly rate for unit members performing active services or developing a product for the District shall be \$25.00. Examples of this rate of pay include but are not limited to, teaching summer school or intersession, teaching an after school program, teaching Saturday School, presenting an inservice (including preparation time for the inservice), summer curriculum work where materials are developed, grading proficiency tests, and disseminating information.~~
Effective June 20, 2006 the hourly rate for extra assignments is \$30.00 an hour.

1 **DELETE: 6.4.2**

2
3 ~~6.4.2 Effective September 2000, the hourly rate for unit members not~~
4 ~~performing an active service cited as examples in the above paragraph,~~
5 ~~will be considered a passive role and will be paid at the rate of \$21.00 per~~
6 ~~hour. An example of this rate of pay includes, but is not limited to,~~
7 ~~attending an inservice where the role is primarily to receive information.~~
8
9

10 **ARTICLE 8.1: Health/Fringe Benefits**

11
12 The District shall provide unit members with medical, dental, vision and basic life
13 insurance (\$10,000) benefits. ~~Current coverage and costs will remain in effect~~
14 ~~through December 31, 2003. Effective January 1, 2004, the District shall~~
15 ~~contribute a maximum of \$9,000 per year towards these benefits. The unit~~
16 ~~members shall pay for costs in excess of the benefit cap. 2002-2005 BD 6/3/03.~~
17 ***Effective July 1, 2005, the District shall contribute a maximum of***
18 ***\$9,200 per year towards these benefits. The unit members shall pay***
19 ***for costs in excess of benefit cap. (Previous cap was \$9,000)***
20

21 **APPENDIX C Calendar:** Has already been Board approved and published in
22 the District.
23

24 **ADD LANGUAGE TO: ARTICLE 20.4 Discipline Procedure**

25
26 For incidents of misconduct of a serious nature impacting on the health and
27 welfare of students, discipline may commence with Paragraph 20.3.3 (written
28 reprimands), ***without first having to implement paragraphs 20.3.1 and***
29 ***20.3.2.***
30

31 **ADD LANGUAGE: ARTICLE 5.2.3.1 District-Wide Scheduled Activities**
32 **(Back to School Night, Open House)**

33
34 ***If a unit member misses any event, the supervisor may inquire as to***
35 ***the reason.***
36

37 If a unit member misses two events in a twenty-four month period, the
38 supervisor may inquire as to the reason and counsel appropriately. ***This may***
39 ***result in disciplinary action commencing at 20.3.1.***
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1 **11.6.3 Procedure – Maternity Leave**

2
3 **DELETE LANGUAGE: ARTICLE 11.6.3.1**

4
5 ~~The female unit member shall furnish the District with a physician's confirming~~
6 ~~statement by the end of the third month of pregnancy. The physician's~~
7 ~~statement shall include the expected period of disability.~~

8
9 11.6.3.2 The female unit member shall submit a request for maternity
10 disability leave not less than thirty (30) days prior to the expected
11 period of disability. The request shall be accompanied by the
12 attending physician's statement verifying the maternity disability
13 and the expected duration of the disability period.
14

15
16 **ADD LANGUAGE: ARTICLE 11.16 FMLA**

17
18 *The District will comply with State and Federal laws, Garvey School*
19 *District Administrative Regulations 4161.8 (a-g) 4261.8, 4361.8,*
20 *Exhibit 1 (a&b) and Exhibit 2 (a) regarding family medical care leaves.*
21 *Family and medical care leave shall be coordinated with other leaves*
22 *available under this Agreement as permitted by law.*

23
24 **ARTICLE 31: TERM**

25
26 31.1 The term of this agreement shall be for three (3) years, effective July 1,
27 2005 – June 30, 2008.

28
29 In the 2006-2007 year, the District and the Association shall have the following
30 reopeners:

- 31
32 Salary
33 Benefits
34 Calendar
35 Full Day Kindergarten
36 Two (2) articles chosen by each side

37
38 An agreement on salary, calendar, benefits, and the respective items may be
39 completed and implemented independent of the negotiations on the Full Day
40 Kindergarten.
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SIGNATURES TO THE TENTATIVE AGREEMENT:

For Garvey Education Association (GEA)

For Garvey School District (GSD)

Patricia Kasababian

Genaro Alarcón, Asst. Supt. H/R

Linda Byrne

Frank Busigin

Cathie Camacho

Robin Libby

Michael Drange

Lindsey K. Ma

Les Nakasaki

Marilyn Malmquist

Elaine Sarkisian

Barbara Razo

Mary Lou Villanueva

Alice Clement