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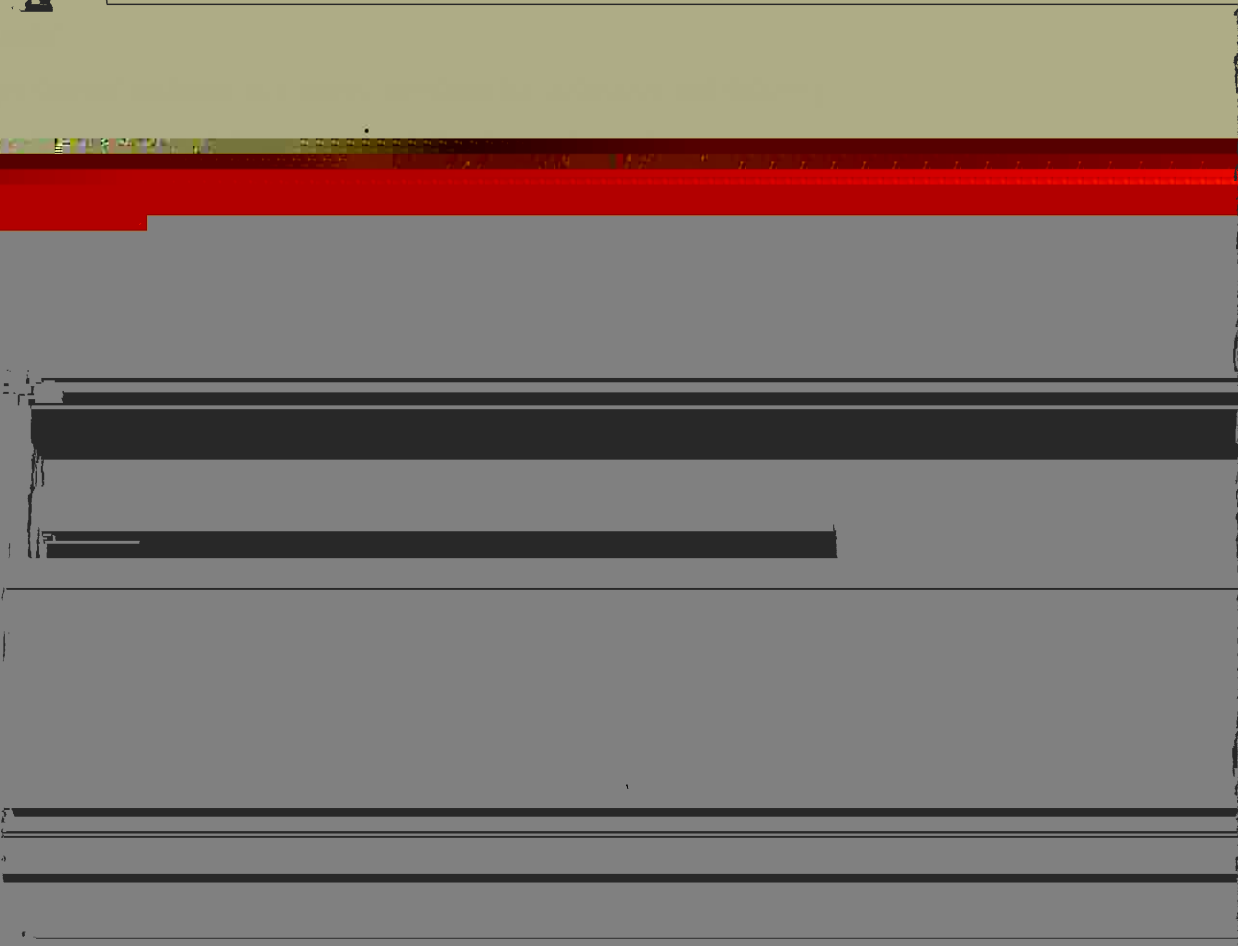
PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Contra Costa,
State of CA. I am over the age of 18 years. The name and address of my
residence or business is 2001 N. Main St., Suite 500 Walnut Creek, CA 94596

On January 13, 2020, I served the Request for Impasse Determination/
(Date) (Description of document(s))

Appointment of Mediator
(Description of document(s) continued)

to the parties listed below (include name, address and, where applicable, fax number) by (check



(Date)

(City)

(State)

(Type or print name)

Karen Bonite

(Signature)

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negotiations letters dated between November 9, 2018 and December 20, 2019 attached hereto

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[The page contains multiple lines of text that have been almost entirely obscured by heavy black redaction bars. Only a few faint fragments of text are visible, including the words "THE" and "AND" in the upper section, and "THE" and "AND" in the lower section. The rest of the page is completely blank due to the redaction.]

SCTA's perceived "obstacles" to beginning negotiations continue to change and are not actually obstacles.

SCTA leaders have repeatedly claimed that there are obstacles that prevent them from bargaining a successor contract. However, a review of SCTA's correspondence and statements about these perceived obstacles demonstrates the inconsistencies in SCTA's positions that belie an intent to delay bargaining, imposing conditions on bargaining, or both – which are unfair practices. Some examples of these obstacles and preconditions to bargaining stated by SCTA, and the inconsistencies, are set forth below.

December 13, 2018 letter from SCTA to the District in response to the District's November 9, 2018 letter requesting to begin negotiations in December 2018:

"The Association agrees to submit its initial contract proposal no later than the first

"As set forth in the proposals that we sunshined at the school board meeting on February 7, 2019, we believe meaningful negotiations regarding a successor contract would be

“...we believe that beginning negotiations on a successor agreement at this time would be premature while two major issues from our previous contract remain unresolved—the salary structure and implementation of our agreement to redirect health plan savings to achieve our mutually-agreed upon staffing goals...”

“For the reasons set forth above, we believe that successor contract negotiations would not be productive at this time, and assure you that SCTA will meet its legal obligations to bargain in good faith.

Again, SCTA claims that resolution of the salary restructure and health benefits issues were

Here again SCTA claims that there are two issues that must be resolved before they will begin negotiations with the District—salary restructure and health benefits.

- March 23, 2019 email from SCTA Executive Director John Borsos to Superintendent Aguilar:

“We believe bargaining for a successor contract will be more productive after the district honors and fully implements the current contract and remedies its unlawful conduct.”

In this correspondence, SCTA adds another precondition to beginning negotiations for a

“The strike yesterday was the clearest expression of a membership mandate that honoring the contract and obeying the law is the appropriate starting point for a renewed discussion. Toward that end, we are proposing once again to give the District the opportunity to fix its unlawful actions prior to SCTA representatives gathering to discuss next steps to get the District to honor the contract and obey the law”

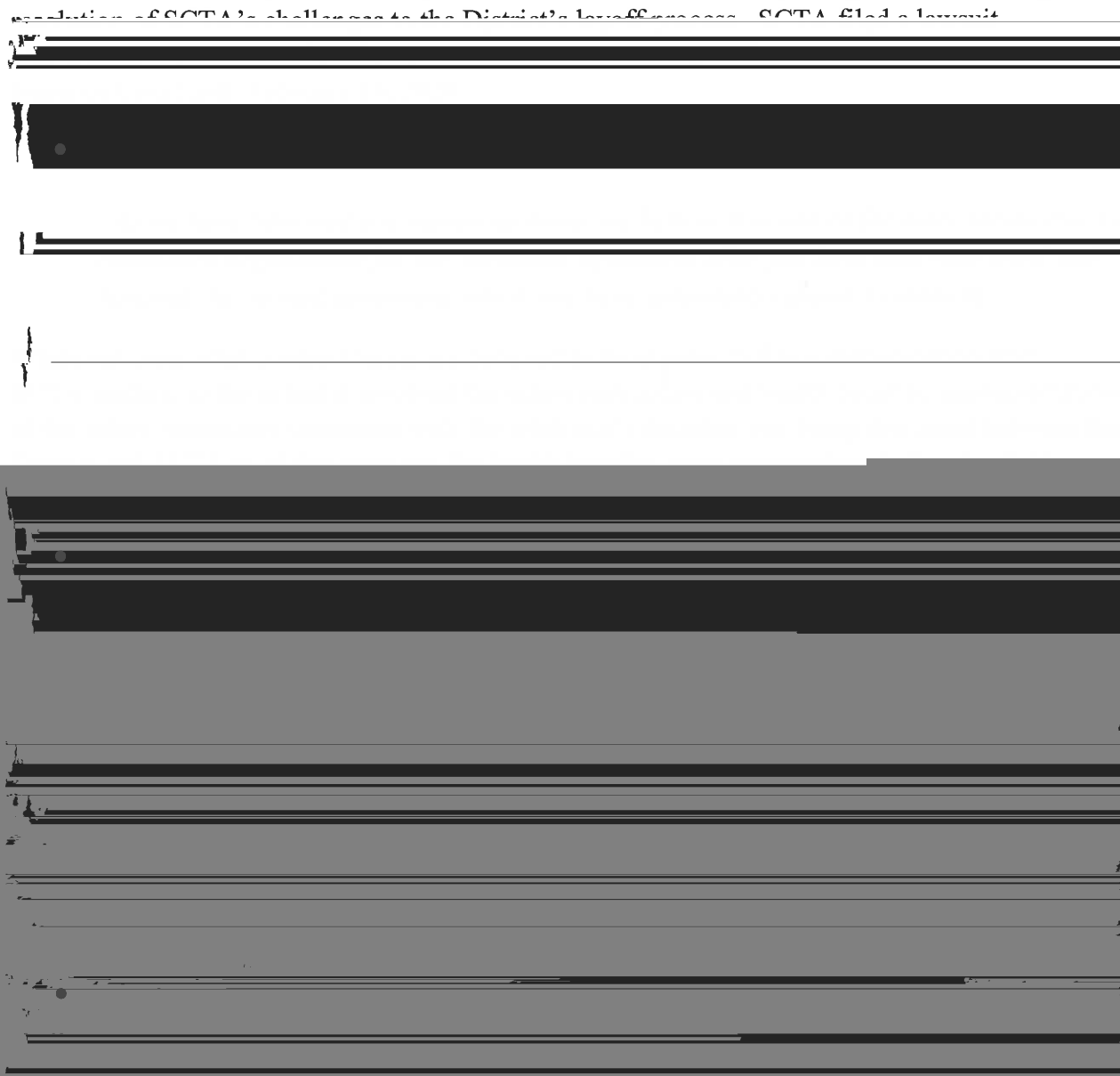
Here, SCTA expanded the preconditions to negotiations claiming that numerous unfair practices alleged to have been committed by the District must be resolved before negotiations could begin, notwithstanding that SCTA had not specified which alleged unfair practices justified its strike or how those alleged unfair practices prevented the parties from beginning bargaining.

- May 23, 2019 letter from SCTA to the District:

“Considering that wages, benefits, and staffing are perhaps the three biggest issues in any negotiations, resolving those issues before commencing negotiations on a successor agreement would be the logical process ...”

In this communication, SCTA adds yet another precondition to bargaining, namely staffing, and

~~repetition of SCTA's challenge to the District's law enforcement. SCTA filed a lawsuit~~



On December 5, 2019, the District and SCTA met with a PERB representative for an informal conference to discuss the complaint against SCTA and possible resolution options. While the discussions during that meeting are confidential, the session did not result in resolution of the District's Charge against SCTA.

Fiscal experts recognize that the solutions to the District's budget deficit rest with negotiations.

The District strongly believes that beginning negotiations on a successor contract is critical to the work in moving the District forward and addressing our current \$27 million structural deficit. The importance of beginning negotiations was echoed by Sacramento County Superintendent

David Gordon in his September 11, 2019 letter to the District, stating:

“Although there have been delays in this process, we see that the district has submitted an initial Negotiations Proposal to the Sacramento City Teachers’ Association. We again encourage the district and its bargaining units to immediately accelerate the negotiations process so that all possible savings to the budget can be realized.”

(See September 11, 2019 Letter attached hereto and incorporated herein as Exhibit E.) On

two other paths for the District—impasse and unfair practice filing. The District has done the
[redacted] and is going through the DEED process to seek an order from DEED for SCTA to come to

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importance of the outstanding issues and the extent of difference or opposition” (*Riverside*

supra, PERB Dec. No 2360-M at p. 14, citing *Sierra Publishing Co. d/b/a The Sacramento Union* (1988) 291 NLRB 552, enforced, 888 F. 2d 1384 (9th Cir. 1989).)

Here the District has attempted for over fourteen (14) months to begin bargaining with SCTA and SCTA has either refused, not responded to the District’s requests, or conditioned bargaining on other actions. The District has presented all of its negotiations proposals to SCTA and has not received any counter proposals from SCTA. If the parties were sitting at a negotiations table for fourteen months with one side presenting proposals and the other side not responding we believe