

QU ST FO IMPASSE ERM NA ON/
A INT N OF A OR

DO NOT WRITE IN THIS SPACE: Case No.:

Date Filed:

: A request for impasse determination must be filed with the appropriate regional office (see PERB Regulation 32075). A request which is not jointly filed must be served on the other party as required by Regulation 32792(h). Proof of service must accompany the

4. DESCRIPTION OF ESTABLISHED UNIT

Shall Include:

Teachers; Teachers of summer school; counselors; psychologists; school social workers; librarians, except the District librarian; audiometrists; nurses; vocational specialists; department chairpersons; speech and language specialists; program specialists; resource specialists; student activities advisers; training specialists; and substitute teachers

9. HISTORY OF NEGOTIATIONS/MEET AND CONFER

Date of first negotiations session: See Attached.

Approximate total number of hours spent in negotiations to date: See Attached.

Total number of negotiating sessions to date: See Attached.

10. STATUS OF NEGOTIATIONS/MEET AND CONFER

Date impasse was declared by a party/parties pursuant to PERB Regulation 32792(a): December 19, 2019

Total number of unresolved issues which remain in dispute:

10

Number of issues on which the parties have reached tentative agreement: None.

Issues which remain in dispute:

Articles 5, 6, 8, 11, 12, 13, 17, 18, 21, and School Calendar (2020-21 and 2021-22)

Issues on which tentative agreement has been reached:

None.

[REDACTED]

Provide a clear and concise description of the negotiations which have occurred, including the extent to which the parties have made counter-proposals and have discussed the issues which remain in dispute. Identify the facts which indicate that future meetings without the assistance

[REDACTED]

DECLARATION

[REDACTED]

ADDENDUM TO SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S REQUEST FOR IMPASSE ON 2019-20 SUCCESSOR CONTRACT NEGOTIATIONS WITH THE SACRAMENTO CITY TEACHERS ASSOCIATION

This serves as the Sacramento City Unified School District's ("District") Addendum to PERB Form 1510, Request for Impasse Determination/Appointment of Mediator ("Request"). The District submits this Addendum in support of its Request to provide the Public Employment Relations Board ("PERB") with additional and necessary information to allow PERB to make a determination as to whether the District and the Sacramento City Teachers Association ("SCTA") are at an impasse in negotiations for a successor collective bargaining agreement ("CBA" or "contract").

The CBA between the District and SCTA expired as of July 1, 2019. After a very lengthy and contentious round of bargaining for the 2016-19 CBA, which lasted nearly eighteen months, and nearly culminated with a teachers' strike before a Tentative Agreement was reached in December 2017, the District determined to sunshine its proposals for the next contract well in

[REDACTED]

negotiations letters dated between November 9, 2018 and December 9, 2019 attached hereto and incorporated herein as Exhibit A.)

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

November 9, 2018 Letter to SCTA re: Health Plan Savings

Dates Offered: January 11, 13, 15, 2019

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

December 11, 2018 Letter to SCTA re: successor contract negotiations

Dates Offered: December 18, 20, 2019, January 9, 2019

December 21, 2018 Letter to SCTA re: First Negotiation Session

Dates Offered: February 11, 13, 15, 2019

January 17, 2019 Letter to SCTA re: First Negotiations Session

Dates Offered: January 28, 30, 31, and February 1, 2019

[REDACTED]

[REDACTED]

with the District, and/or SCTA's conditioning negotiations on resolution of other items as evidenced in various letters from SCTA to the District, the District began presenting its proposals for bargaining to SCTA electronically. Between August 2, 2019 and December 9, 2019, the District submitted to SCTA all of its proposals on the articles of the CBA that the District had sunshined in November 2018. Each proposal presented to SCTA showed the changes that the District proposed to make to that article by using strike out and underlined text. Below is a summary of the proposals submitted to SCTA and the dates on which they were presented.

- Negotiations Ground Rules
- Health Benefits - Article 13
- 2020-21 and 2021-22 School Calendar
- also presented to SCTA on August 22, 2019

retroactive payments based on the 2018-19 restructured salary schedule. Similarly, on August 7, 2019, SCTA distributed publicly and to the District a “proposal” that listed five items that the District must do prior to SCTA agreeing to commence negotiations. Those items included: filling vacancies, rescission of cuts to child development, rescission of cuts to classified staff, full implementation of the certificated salary schedule arbitration decision, and expedited arbitration on the language of Article 13 related to health benefits. (See August 7, 2019 Proposal of SCTA to District attached hereto as Exhibit B.) SCTA’s response to the District’s October 2,

~~2019 letter requested the same conditions that~~ [REDACTED]

more constructively when the fundamental issues regarding implementation of the last contract have been resolved.”

SCTA’s perceived “obstacles” to beginning negotiations continue to change and are not actually obstacles.

SCTA’s perceived “obstacles” to beginning negotiations continue to change and are not actually obstacles.

restructuring, and the addition of resources to the classroom via smaller class sizes and more support staff as a result of potential changes from the health plan.”

The two issues highlighted in this letter by SCTA as needing to be resolved before negotiations can begin are not actually an impediment to beginning negotiations and are resolved (salary restructure) or in the process of being resolved through arbitration (health benefits).

- March 11, 2019 letter from SCTA to the District in response to District’s March 4 letter again asking SCTA to begin negotiations:

“...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

“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,

“As we have informed you on numerous occasions ... we believe that negotiations for a successor contract will be better served once the District has implemented the terms and conditions of the current contract.”

August 15, 2019 comments from SCTA 1st Vice President Nikki Milevsky at District Board meeting claiming that there remain issues that must be addressed before the District and SCTA can begin negotiations on a new contract. Specifically, reference to additional thirty (30) alleged unfair practices that must be resolved before negotiations

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

can begin.

“In a recent communication from the Superintendent he offered several dates that decision makers in the District and we hope that includes the Superintendent and Board President Ryan are available for negotiations. We proposed meeting on August 22nd for

the purposes of addressing our most immediate issues 1) retro pay 2) expedited arbitration regarding the health plan implementation 3) filling all the job vacancies so that our students have credentialed teachers the first day of school 4) rescinding the horrible cuts to child development 5) rescinding the cuts to classified staff and 6) addressing the more than 30 unfair labor practice charges that led to the strike on April

determined the District's Charge established a prima facie case for unfair practices by SCTA and filed a complaint against SCTA for, among other things, failing to bargain with the District in good faith. (See PERB Complaint dated October 4, 2019 attached hereto and incorporated herein as Exhibit C.)

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~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

significant savings rest in negotiated agreements. With SCTA delaying negotiations and/or refusing to begin bargaining for a successor contract, the District is left with few choices—unilaterally implement measures to address the District’s budget, file for impasse, and/or file an

[REDACTED]

its proposals prior to exhaustion of the fact-finding process is not a viable option. That leaves two other paths for the District—impasse and unfair practice filing. The District has done the latter and is going through the PERB process to seek an order from PERB for SCTA to comply

[REDACTED]

PERB has also recognized that at times, factors beyond those listed in section 32793, subdivision (c), merit consideration. “In addition to bargaining history, evidence of good faith bargaining, and the fluidity of positions, the Board may consider additional factors, such as the nature and 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).)

SCTA should not be allowed to continue to delay bargaining for a successor contract, which in turn prevents the District from moving forward to address its budget shortfall and improve educational opportunities for its students. The District continues to believe that together with

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

[Redacted content]