

Negotiations/Mediation Between Pittsburg USD and PEA

Frequently Asked Questions

Are District teachers working without a contract?

No. The current collective bargaining agreement between the District and PEA is in place through June 30, 2020 school year. Each year, a limited number of contract articles may be reopened for negotiation. This year, Salary (Article 13) and Employee Benefits (Article 12) plus two additional articles per party were open. PEA's two additional articles are Hours of Employment (Article 6) and Safety Conditions (Article 11). The District's two additional articles were Grievances (Article 4) and PAR (Article 23). As a sign of good faith and to assist the parties in expeditiously reaching a final resolution, the District withdrew its proposals on Article 4 and 23 at the parties' second scheduled bargaining session on March 12, 2019.

Has the District agreed to any of PEA's Article 6 Proposals?

Yes. During the course of negotiations, the District has agreed to a new subsection in Article 6 that will provide compensation to Adult Ed teachers who volunteer or are required by site administration to cover another class. The parties have also agreed to extend the preschool workday from 7 hours to 7.5 hours and to compensate preschool teachers for the additional half hour.

Has the District agreed to any of PEA's Article 11 Proposals?

Yes. During the course of negotiations, the District has agreed to the following Article 11 proposals:

- (1) To provide Active Shooter Response training to all PEA unit members within the first 30 workdays of each school year;
- (2) To provide both electronic and hard copies of the Emergency Operation Plan to every PEA unit member at the beginning of each school year;
- (3) To provide training to PEA members who are assigned a duty within the Emergency Operation Plan within the first 30 workdays of each school year;
- (4) To notify unit members who write a student referral of the administrator's actions and response within 48 hours of the referral; and
- (5) To provide training to all unit members on how to access electronic data where the student violent acts are recorded within the first 30 workdays of each school year.

Is the District proposing Status Quo on Employee Benefits?

Yes, the District is proposing Status Quo on Employee Benefits. During negotiations last year, the District agreed to pick up the full cost of the premium increase such that the District's contribution covered approximately 92% of the cost for the Kaiser plan for Employee only. The cost of this plan has since decreased such that the District's contribution now represents approximately 94% of the cost for Employee only. The District is proud to be in a position to

provide its employees with such a generous health benefit package and was pleased to learn that its teachers' out of pocket expenses for health benefits has decreased over the past year.

Are District teacher salaries competitive with surrounding districts?

Yes. PEA members have received a 20% on-schedule salary increase since the 2014-15 fiscal year. This 20% increase does not include increases in health and benefit contributions or any off-schedule payments. This 20% increase has put Pittsburg USD in the top third of districts in Contra Costa County.

Is the District offering its teachers an additional salary increase at this time?

Yes. The District is proud to have offered its teachers during the course of negotiations an additional 1.25% on-schedule salary increase for the 2018-19 school year despite being stretched extremely thin due to:

- (1) A qualified certification by the Contra Costa County Office of Education;
- (2) A decrease in the District's unduplicated student population resulting in decreased funding from the State; and
- (3) A drop in the COLA from 3.46% to 3.26% in the Governor's May Revise.
- (4) An increase in the percent of students with disabilities and an increase in the associated costs that are not funded from the State or Federal Government (currently Federal funding is at 16% versus the 40% allocation previously targeted).

What is a qualified certification?

Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second interim report is due March 17 for the period ending January 31. County superintendents are to report to the Superintendent of Public Instruction and the State Controller the certification for all districts in their county within 75 days after the close of the reporting period.

The interim reports must include a certification of whether or not the LEA is able to meet its financial obligations. The certifications are classified as positive, qualified, or negative. A positive certification is assigned when the district will meet its financial obligations for the current and two subsequent fiscal years. ***A qualified certification is assigned when the district may not meet its financial obligations for the current or two subsequent fiscal years.*** A negative certification is assigned when a district will be unable to meet its financial obligations for the remainder of the current year or for the subsequent fiscal year.

What is the significance of the District's unduplicated student population?

Under the Local Control Funding Formula (LCFF), the District receives additional funding from the State based on its unduplicated counts of low-income, English learner, homeless, and foster youth students. Since the District's unduplicated student population is decreasing, mostly due to the decrease in students who are English language learners due to our success in reclassification and a reduction in the percent of students qualifying for Free or Reduced Lunch, the District is receiving less funding than it did in previous years. The District also had a slight decline in enrollment which results in less funding.

Are the parties still at the bargaining table?

No. After five (5) bargaining sessions that commenced on February 22, 2019, the parties jointly declared impasse on April 5, 2019.

What is impasse?

According to Government Code section 3540.1, subdivision (f), "impasse" means that "the parties to a dispute over matters within the scope of representation have reached a point in meeting and negotiating at which their differences in positions are so substantial or prolonged that future meetings would be futile."

Under Government Code section 3548, either the District or a bargaining unit may declare that an impasse has been reached between the parties in negotiations over matters within the scope of representation and may request that the California Public Employment Relations Board (PERB) appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable.

Are the parties currently in mediation?

Yes. The parties are currently in mediation, having already met on five occasions with the PERB appointed mediator on May 14, May 28, and June 3, 2019, August 19th, and September 19th. The parties have a sixth mediation scheduled for October 8th, 2019.

In mediation, has the District attempted to compromise from its earlier position?

Yes, the District has offered several alternatives from its previous proposals made prior to impasse. The role of the state appointed mediator is to facilitate the parties ability to reach agreement to resolve their bargaining impasse. The mediator has met with the parties numerous times shuttling back and forth between their separate caucus meetings to float ideas and counteroffers. There were several options floated by management for discussion during those sessions that were different from the last offer made prior to impasse. Mediation occurs in in closed session and is not open to the public or rank-and-file employees. During mediation, the mediator asked the parties not discuss their proposals publicly

What happens if a settlement cannot be reached at mediation?

If no settlement is reached at mediation, the mediator may certify the parties to factfinding.

What is factfinding?

Factfinding is the final step in the bargaining process before PEA can call a strike and the District can unilaterally implement its last, best and final offer.

How does factfinding work?

An impartial three-person fact finding panel will review the arguments and proposals from both sides and issue a set of non-binding recommendations for a settlement. Management and the union each appoint one member to the factfinding panel. Then they mutually agree on a neutral, independent factfinding panel chairperson from a list of qualified labor relations professionals supplied by the State. The factfinding hearing usually takes about a month to schedule. The hearing is not open to the public.

What is involved in the factfinding hearing?

The panel schedules and holds private hearings where both sides present their last, best offers. The District and the union prepare extensive binders with comparative data and arguments defending their positions. The panel members meet in private to evaluate the positions and the data. Within 30 days they are required to issue a report that contains findings of fact and non-binding recommendations. Before the report is made public, the parties have one more chance to meet in closed session to reach a tentative agreement. If they do not, then the executive board of the union and the School Board vote to accept or reject the fact finder's report. By statute, this process can take no longer than ten days from the time the report is made public.

Is the factfinder's recommendation binding on the parties?

The factfinder's report is advisory only. Factfinding is not like arbitration where an administrative law judge decides between competing proposals presented by either side in a dispute. Arbitration is a winner-take-all situation. In factfinding, the panel chairperson can make suggestions that are compromises. However, the fact finder cannot introduce issues that have not already been submitted in the last best offers by the parties.

Can negotiations continue while factfinding is underway?

Possibly. The factfinding panel has discretion to facilitate further settlement discussions. When this occurs, it often involves a series of back and forth discussions or mediation sessions involving the factfinding panel chair and both bargaining teams either before or after the formal hearing is completed. In some cases, once the parties have heard all of the facts and have some indication of the factfinder's positions, a settlement agreement can be reached and the process ends. In other cases, the parties cannot agree that day, but agree to resume mediation while the

factfinder's report is pending. Sometimes a settlement agreement can be reached prior to the report being issued. The state collective bargaining law requires that once the factfinding report is issued, the parties must meet at least one more time to see if the provisions of the neutral's report can form an acceptable basis for a negotiated settlement.

If factfinding fails to produce an agreement would there be a strike?

Talk of a strike is premature. A strike cannot occur until all steps in the impasse process have been exhausted – which includes completion of the factfinding process.