

FTA OPPOSITION TO FUSD'S UNILATERAL DECLARATION OF IMPASSE — Feb 20, 2014

Several indications that the District has failed to put in the hard work needed to engage in quality bargaining are the foundations of FTA's position that there is no Impasse.

Originally the process was hindered by the District using a "confound and confuse" method of counter-proposing. From one session to the next, the District's language proposals included inconsistent use of colored fonts, underlining, cross-outs and missing language. The first several sessions appeared that they were using some form of conceptual or interest-based methodologies to which FTA had not agreed. Before the start of the 13th session, the FTA chief spokesperson confronted the FUSD Team's Chair to clarify that a more traditional approach of proposing and counter-proposing was necessary if the productivity of the sessions was going to improve. Endless discussions that did not result in contract language would not get the deal done!

However, within only a few more sessions, FUSD switched to "package proposals," once again not clearly identifying the changes to the Current Agreement that they were seeking. Long lists of the Articles under debate with no change in actual positions did not enhance progress at the table. Furthermore, the District introduced another vacuous concept with their packages, in that they included the requirement that the packages be accepted "in full."

We also believe the District has fielded a team with no authority to bargain. The lack of effort and preparation on the District's part is combined with their self-imposed, pre-determined requirement for specific contract language imbedded in their NCLB Waiver! The promises the District made to the Federal Department of Education regarding teacher evaluation and other bargainable topics have made it impossible for adjustments to be seriously discussed and considered at the table.

Another over-arching issue throughout this bargaining is FUSD's tactic of assigning a calculated value to economic issues that includes *all District employees*. As noted in their Summary to PERB (see footnotes) they again state that all of FTA's proposals carry the burden of the District's agreements with their other bargaining units. While FTA has no problem with these agreements, we do believe that we can only apply the cost of our bargaining unit to our bargaining table! Efforts by FTA to be accurate in our calculations as we craft proposals and counter-proposals is damaged when the District's team continually misrepresents the costs of our unit. Such tactics are inappropriate, misleading and interruptive to the bargaining process.

And finally, FTA absolutely disputes the District's claim that too many hours have been spent on this bargain! While we agree that 20 sessions have occurred (and that 20 times 7 hours/day is indeed 140 hours) we lay the blame for the slowness and inefficiency of some sessions expressly at their feet. They have appeared unprepared at times, they have imposed various District "experts" on the sessions, taking up significant time with PowerPoint presentations, and we have had to instruct them on more than one occasion that FTA would not counter our own counters. Yet their reply has on several occasions involved them simply repeating their last position, providing no bargaining room for the parties to get together. This is also why FTA believes the FUSD Team does not have the authority to make a deal.

FTA OPPOSITION TO FUSD'S UNILATERAL DECLARATION OF IMPASSE — Feb 20, 2014

ARTICLE 50 – SALARY

- FUSD's calculations include all employees
- FTA Calculates approximately 15.5% ongoing increase, not FUSD's 18.2%
- FUSD's ending balance for last year topped \$58M in Unrestricted Reserves in excess of their required reserve for Economic Uncertainties. A significant increase in Revenue is also due into the District's coffers under LCFF for this year, and several yet to come
- No Salary proposal from FUSD until October 10th
- FUSD's "Take it or Leave it Package" to be accepted in full
- FUSD's new, but without any detail, "Professional Learning Column" incentive for teachers who engage in "District-approved training." When questioned about how it would work or who was eligible, the District's team said they wanted us to collaborate with them to figure it out. They did eventually say they intended for it to be for only the most-experienced/most-already-trained unit members in the last column of the salary schedule
 - This concept is unquantifiable; there is no way to know whether anyone in the last column would bother with this, even for extra money.
- FUSD included concepts that they couldn't or wouldn't explain
 - **For Example:** The "Extra Pay for Extra Services" schedule proposed on October 10th remained unexplained to FTA until the "Request for Impasse" document was received on February 18th! Only then did the FTA team learn that the District was not proposing to increase the activity pay in the elementary schools. None of their statements or written documents clarified that their proposal was for the middle and high schools only.

ARTICLE 18 – FRINGE BENEFITS

- FUSD's calculations include all employees
 - FTA's cost is approximately \$7M across the next two years, on-going, which is dramatically different from the District's claim of \$60.6M
- In addition to FUSD's high unrestricted reserves, the District accumulated \$21M in savings over the last 6 years by reducing its annual contribution to the Health Benefits Trust by \$1,025/per FTA member
- No Benefits proposal from FUSD until the 16th session on November 8th
- FUSD's "Take it or Leave it Package" to be accepted in full
- No acknowledgement of FTA's phase-in offer to get the District contributions to the Trust back up to its 2008 level of \$14,647
- No acknowledgement of the Benefits Liability to the salary schedule. With the Out-of-Pocket costs over \$12,000 in some cases, FTA members must deal with the damage to their salaries with such high out-of-pocket costs for health benefits.

FTA OPPOSITION TO FUSD'S UNILATERAL DECLARATION OF IMPASSE — Feb 20, 2014

- When comparing salary schedules, FTA must consider the impact of the benefits liability, which currently causes a dramatic change in the FUSD comparability ratings with the other large districts and with those geographically close.

ARTICLE 20 – HOURS

- FUSD's "Take-Backs" from Current Agreement
 - Most notably, the Current Agreement has guaranteed "Teacher Directed Preparation Time" for many years. It is this item specifically that equalizes the prep-time issue across all the levels, elementary through high school. Losing this provision is not an option.
 - The District's Duty-Day proposals are tied to an NCLB Waiver for which the District made promises to the Federal Dep't. of Education without any consultation with FTA and without any reason to believe that FTA would bargain away the length of the duty-day or duty-year.
- Interestingly, in the District's Request for Impasse, the District indicates that it offered a compromise from their original proposal of an 8-Hour Day to a 7.5-Hour Day, *AND that* FTA rejected the proposal!
 - Unstated is that the District offered this counter on February 13th, the day they revealed their pre-planned Declaration of Impasse, allowing no time for FTA to caucus and/or counter anything. When asked if they would wait while we caucused and prepare responses, they left the room. As we know now, they were on their way to the District's media conference which started immediately.

ARTICLE 5 – CLASS SIZE

- FTA's position is that the District adopt the LCFF class sizes of 1:24 students immediately; this was accepted by the District, as was the elimination of 5-6 Combination Classes as needed to implement Common Core.
 - Yet again, in the District's Request for Impasse, FTA finds another new proposal, not presented during any bargaining session. The document says that the District offered "to add two (2) aides to every *Kindergarten classroom.*" This is the first FTA has heard of this!

ARTICLE 16 – EVALUATION AND PROFESSIONAL STANDARDS

- As the District claims, they did drop the most unacceptable part of their Evaluation proposal, on February 13th. This article may have been one on which the two parties could have reached a tentative agreement. However, FTA was given no opportunity to respond; the District's team was hurrying to its media conference!

ARTICLE 61 – TRANSFER AND ASSIGNMENT

- The District's proposal is another of those "take-back" items that has long been in the Current Agreement. Moving seniority to last place in the set of criteria that the District uses to transfer and assign FTA members is unacceptable, as we believe the District well-

FTA OPPOSITION TO FUSD'S UNILATERAL DECLARATION OF IMPASSE — Feb 20, 2014

knows. FTA seeks only to leave the current language as is, having apparently been acceptable to both parties for a long time.

ARTICLE 49 – SPECIAL EDUCATION

- FTA merely proposes that the District's "existing staffing practices" be placed into the Agreement. FTA has provided examples to the District whereby the staffing practice is not always uniform and some FTA members are not aware of the correct practices. Capturing their practice in the Agreement is not asking for much.

ARTICLE 4 – EARLY CHILDHOOD TEACHERS

ARTICLE 52 – SHARED DECISION MAKING

ARTICLE 63 – WORKING CONDITIONS

- FTA, like the District, believes that the parties have nearly reached tentative agreements on these three articles. Others as noted above may also be close, if the District would commit the effort needed to work through the differences and cease demanding items unilaterally included in C.O.R.E.'s NCLB waiver.