October 16, 2019

Since our last negotiations update, PSEA and Management have met four times for negotiations: twice (on September 18 and October 7) for Unit II and twice (on September 26 and October 1) for Unit I. Unfortunately, not much progress was made in these negotiation sessions.

The Unit II negotiation on September 18 was mostly spent reviewing our recent agreement regarding Health and Welfare Benefits for the 2020 Plan Year and getting Management’s Unit II team up to speed on our interest-based discussions in Unit I surrounding Article 9 (Leaves). During this session, Management did not make any proposals to PSEA, while PSEA made a proposal on Article 14 (Wages).

While the Unit II negotiations session on September 18 was characterized by a lack of any forward progress, the next three negotiations sessions actually represented a step backwards in the relations between PSEA and Management. The bulk of the time on all three days was spent exchanging and discussing proposals on Articles 14 (Wages) and 16 (PSEA Organizational Rights). In both cases, Management made it clear that they are not interested in treating PSEA as an equal to our brothers and sisters in PFT.

**ARTICLE 14 (WAGES)**

To explain the current dispute between PSEA and Management over wages, it is necessary to review the recent history of wage negotiations at PUSD.

As many PSEA members will recall, the PFT work year was increased by two days in 2014-2015, and the PFT Salary Schedule was increased by 1% to account for those two extra days of work. Because that 1% salary increase that PFT received in 2014-2015 was tied to two extra days of work, PSEA told Management at the time that we did not expect a similar 1% salary increase (since our work year was not being increased accordingly).

Now, in the most recent round of negotiations with PFT, Management has agreed to reverse that two-day increase in the PFT work year, with no loss in salary. Effectively, what this means is that PFT members have received an additional 1% in salary, above and beyond the 3% salary increase that PFT just negotiated with Management. Naturally, PSEA is pleased that PFT was able to reach this agreement with the District.

PSEA has made it clear to Management that PSEA members are now owed the 1% increase we passed up in 2014-2015. Recognizing, however, that putting that 1% increase on the salary schedule would have an impact on the District’s structural deficit, PSEA instead proposed that, in addition to the same 3% increase which PFT received, PSEA members should also enjoy a two-day reduction in work year with no loss in salary – so that PFT members and PSEA members are treated the same when it comes to raises.

Unfortunately, Management has been very resistant to PSEA’s proposal. And, to add insult to injury, Management has been unwilling to be honest with PSEA about the reasons for its resistance, providing us instead with shifting and contradictory justifications. In the end, the closest Management came to being candid with PSEA about its reasons was its explanation that the two-day reduction in work year with no loss in salary was simply the price of reaching an agreement with PFT – with the implication being that Management doesn’t believe in needs to treat PSEA equally in order to reach an agreement with us.

**ARTICLE 16 (PSEA ORGANIZATIONAL RIGHTS)**

There is perhaps no better example of the lack of respect which Management has for PSEA than its proposal on Article 16 (PSEA Organizational Rights).

PSEA’s Article 16 proposal calls on Management to extend to PSEA the same benefit which it has extended to PFT for over a decade – namely full time release for up to three union staff members. This benefit has allowed PFT to develop a culture of collaboration with every district department in their day to day work, allowing PFT to best serve their members, and students. And we can all see how effective this has allowed PFT to be.

Since PSEA’s founding nearly 10 years ago, we have more than doubled our size – from representing 1,250 employees in 2010 to representing 3,100 employees today. PSEA is now significantly larger than PFT. And it is past time that Management extended this benefit to PSEA.

In our last Unit I negotiation session, however, Management rejected our proposal outright, telling PSEA that their opposition wasn’t just to the cost of the benefit, but also to the very notion of providing PSEA with a similar benefit to PFT.

The PSEA negotiating team has made it clear to Management that this inequity is a sign of disrespect, and we need to start the process of remedying it during this round of negotiations.

**ARTICLE 9 (LEAVES)**

Management also presented PSEA with a counterproposal on Article 9 (Leaves). As we have previously reported, PSEA has been proposing that classified employees who have to take time off to care for a seriously ill family member be able to use their accrued sick leave during such absences. Management’s latest proposal finally made some steps toward this. Unfortunately, however, their proposal contained so many limitations that, in practice, it excludes nearly half of PSEA members – including nearly all Paraprofessionals (IAs, etc.) – from this ability to use accrued sick leave to care for seriously ill family members. PSEA will continue to press Management to more meaningfully address our concerns in this area.

**OTHER ARTICLES**

In the most recent Unit I negotiation session, PSEA also presented the District with a proposal on Article 10 (Transfers) which matches what the parties already agreed to in Unit II, and we were able to reach a Tentative Agreement on this Article.

PSEA also presented a proposal on Article 21 (Substitute Employees) which is intended to allow the parties to continue to work collaboratively on the recruitment, retention and advancement of qualified substitute employees. Management indicated they would respond to this proposal at our next Unit I negotiation session.

**WHAT’S NEXT?**

PSEA returned to the negotiating table today, October 16, for Unit I negotiations and will return to the negotiation table on October 22 for Unit II negotiations. While we have made some marginal progress on one key issue for PSEA (in Article 9), we have still only reached a Tentative Agreement on three (3) out of nine (9) articles in Unit II negotiations, and on only two (2) out of eleven (11) articles in Unit I negotiations. And, unfortunately, Management’s current posture in negotiations – including its bad faith conduct in providing PSEA with shifting rationales for opposing pay equity for classified employees – poses a challenge to reaching an overall Tentative Agreement which we can present to the members for ratification.

Given Management’s approach, PSEA will shortly be proposing concrete steps which members can take – both individually and collectively – to more effectively support PSEA’s efforts at the negotiating table. We also want to thank all our members for reporting changes to working conditions and violations of the contract and status quo.

Our next regularly scheduled PSEA Board meeting will take place on October 23, 2019 at 4:45pm. Our focus at that meeting will be on detailed negotiations updates and benefits of union membership.

As always, our ability to win improvements for classified employees depends on having an active and engaged membership. If you have not yet signed a PSEA membership card, please complete the attached Membership Application and send to the PSEA office.

In unity,

Your PSEA Negotiations Team

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