

June 1, 2022

## **PSEA And Management Meet For SEVENTH Negotiation Session Over Expiring Agreements**

On June 1, your PSEA Negotiations Team met with Management for our seventh (7<sup>th</sup>) scheduled negotiation session over our Agreements which expire at the end of this month, on June 30, 2022. Our negotiation session was scheduled for five (5) hours. In a welcome change from prior negotiation sessions, Management was on time for this session.

Management started negotiations by presenting its counterproposals on Article 10 (Transfer Procedures) and Article 11 (Evaluation Procedures) in Units I and II, and PSEA presented its counterproposals on Article 6 (Holidays) and Article 9 (Leaves) in Units I and II.

### **JUNETEENTH 2022**

After the initial exchange of counterproposals, Management then presented a proposal on how to observe Juneteenth this year. Management initially proposed to move the observance of Juneteenth to June 24 (rather than observing it on June 20, where it falls this year), which would minimize the number of employees who would benefit from the holiday. PSEA responded that we are uncomfortable rescheduling Juneteenth to another date, particularly given the symbolic significance of this holiday and when doing so means that fewer employees would reap the benefits of it.

As a result of this discussion, PSEA and Management both agreed that Juneteenth would be observed on June 20 in 2022 but without impacting employees' work years. This means that employees will either be given the day off work without loss of pay or will be expected to work that day and receive time-and-a-half pay for their work in addition to the regular holiday pay of a day's wages (for a total of 2.5 times your daily rate). In either case, employees will not have their work year extended beyond the currently agreed-upon work year end dates, which was expressed as a priority by Members. Management indicated that it does plan on having some employees work on June 20 (and they will receive additional compensation of time-and-a-half on top of the regular holiday pay) but has not yet worked out all of the positions that would be impacted, nor all the details of implementing this.

### **TA ON ARTICLE 10 (TRANSFER PROCEDURES) IN UNIT I – NO TA IN UNIT II YET**

PSEA and Management were able to reach a Tentative Agreement (TA) on Article 10 (Transfer Procedures) in Unit I. As part of this TA, we have agreed to create a voluntary "Temporary Reassignment Pool" for specific classifications, whereby employees could volunteer to be available for temporary reassignment of worksite in exchange for a small daily stipend each time they accept an assignment at a different worksite.

Unfortunately, PSEA was unable to reach a similar TA on Article 10 in Unit II, because of Management's aversion to treat seniority the same in transfer requests between Unit I and Unit II. PSEA has made it clear that seniority should be an equal consideration for transfers in both Units. At this point, the equal treatment of seniority in transfer requests across both units is the sole remaining issue in dispute for Article 10 in Unit II.

### **WAGES**

At the end of the session, Management asked to discuss wages as an addition to our agenda today.

Management did not have a written proposal on Article 14 (Wages) for either Unit. Instead, Management verbally proposed a 5% salary increase to classified employees.

Putting aside for a moment whether a 5% salary increase is sufficient (as PSEA Members have been making it clear to our negotiating team that it is not nearly enough), there are a number of additional ways in which Management's proposal falls short:

- Management initially said that the salary increase it was proposing would be “effective July 1, 2022” but later clarified that it was **not** proposing to give employees a 5% raise now while it continues to negotiate with PSEA over the remaining open articles, including Article 14 (Wages). Rather, Management has verbally put an across-the-board raise of 5% on the table which would not take effect until these negotiations are concluded, and which would then be retroactive to July 1, 2022. In other words, Management is proposing to hold classified raises up until we conclude the negotiations - negotiations that Management has repeatedly delayed. This is in contrast to Management's TA with PFT, which provides teachers with raises now while Management and PFT continue to negotiate for additional improvements based on the State Budget.
- While across-the-board increases to all employee groups are good, they are not enough for classified employees to catch up to where teachers and administrators are in comparison to their peers at other school districts. For years, PSEA has been working to bring classified wages up to par. As we know from the 2015 Salary Study that PUSD commissioned, 97% of employees in Unit I and 100% of employees in Unit II were paid below the median for comparable school districts.
  - PSEA initially sought to address this by implementing a Classification Review Cycle back in 2016. However, each year's cycle has been repeatedly delayed, and six years later we are barely on Year 3 of the “annual” cycle.
  - Last year, we were able to get Management to agree to conduct a new Salary Study in an effort to fix the inequity of how PUSD classified positions are paid in comparison to similar jobs outside PUSD, which would be the basis of our salary negotiations this year. Management originally committed to having the Salary Study finished this month, but has since informed PSEA that it doesn't believe the Salary Study will be completed before July 31, 2022. In the interim, requests by PSEA to discuss wages previously have been denied until today.

To reiterate:

- Inflation is currently at **8.9%**, according to the U.S. Department of Labor;[\[1\]](#)
- The Governor's proposed budget contained a **6.56%** Cost-of-Living Increase (COLA), *plus* an additional \$2.1 billion increase in base funding for K-12 education;
- Retention of classified employees at PUSD is at an all-time low, with the Personnel Commission reporting that **turnover of all PSEA positions is over 52%** – meaning that at least 1 out of 2 classified employees left PUSD this calendar year!

Put simply, our Members have made it clear that classified employees deserve and demand more.

Meanwhile, Management has not yet made initial proposals on a number of additional articles which it has indicated it wants to renegotiate, in many cases despite PSEA's proactive requests for Management to do so. This means that any wage increases are

likely to be held up by Management's failure to make timely proposals. Articles where Management has not made its initial proposals include:

- Article 1 (Definitions)
- Article 5 (Hours of Employment)
- Article 7 (Vacation)
- Article 8 (Health and Welfare Benefits)
- Article 14 (Wages)
- Article 15 (Layoff, Reemployment, and Contracting Out)
- Duration

PSEA has told Management at prior sessions that we are prepared to make additional proposals on some of the remaining Articles that we opened. In addition, we will be prepared to make proposals on all remaining Articles before the contract expires.

### **WHAT TO MAKE OF ALL OF THIS?**

First, it is clear that Management is feeling the pressure of our Members' frustrations at Management's repeated tardiness in negotiations. Today, Management started on time and returned from caucuses in a timely manner. This is a welcome change, and shows that PSEA Members do change Management's behavior by holding them accountable.

Second, while Management was more punctual in these negotiations, it was not more prepared nor more efficient. Other than the initial counterproposals Management had drafted for these negotiations, it did not make any further counterproposals after caucusing. By contrast, PSEA made same-day counterproposals on Article 10 in Unit II and Article 9 in both Units I and II. And while Management did open the discussion on wages, it did not come prepared with a written proposal for Article 14 (Wages).

Third, Management's verbal proposal for a wage increase seemed intended more for show than to move negotiations forward. Not only did Management not have a written proposal to present, but it acknowledged that this verbal proposal left many items in Article 14, such as how to implement the results of the Salary Survey currently underway, unresolved. Further, Management's proposal was contingent on reaching an overall agreement with PSEA despite the fact that Management has thus far failed to present its initial proposals on 14 different Articles that it has opened in these negotiations.

### **WHAT'S NEXT?**

PSEA and Management have scheduled an additional three (3) negotiation dates before our Agreements expire on June 30. Our next negotiation session is on June 14 and is scheduled for three and a half (3.5) hours. As always, PSEA will come prepared to reach agreement where we can in the interest of moving these negotiations forward. To reinforce that point, several PSEA Negotiations Team Members have agreed to additional dates for negotiations in June, despite the fact that they either had preplanned vacation or won't be compensated due to negotiations not being within their contracted work year.

In the meantime, we have seen that Membership pressure works to get Management to change its approach to negotiations. **PSEA Members continue to organize a rally outside the School Board meeting on June 2, 2022 at 5:30pm** in support of expedited negotiations so we can reach a deal that meets our Members' needs.

[CLICK HERE FOR MORE INFORMATION ABOUT THE RALLY TOMORROW OR CONTACT YOUR PSEA SITE REP](#)

Additionally, we had a great turnout yesterday of Members that organized a demonstration in support of PSEA classified employees on Carmel Mountain Road. It was a great showing of positive support and kindness from community members passing by. Thank you to all that sent in pictures. We are trying to get them on our website as fast as they are coming in. We have also been copied on numerous emails in response to the Superintendent's email Monday. If you have questions, feel free to reach out to anyone on the Negotiations Team or your Site Representative. Members can also attend the next PSEA meeting on June 14 to ask questions or share their perspective.

If you read all the way through the end of this update and made it here, thank you! We know this is a long update and a lot of information. We strive to give Members all pertinent information, while realizing sometimes it's too much information and we can't include every detail we would like you to have. If you have any questions at all, please contact your Site Representative or one of the Negotiations Team Members below.

In unity!

Your PSEA Negotiations Team

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[\[1\]](#) On May 11, 2022, the Bureau of Labor Statistics in the U.S. Department of Labor announced that the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 8.9 percent over the last 12 months. The CPI-W is the official measure of inflation that California relies on to adjust the state minimum wage annually.