

May 24, 2022

PSEA And Management Meet For FIFTH Negotiation Session Over Expiring Agreements

On May 19, your PSEA Negotiations Team met with Management for our fifth negotiation session concerning the successor Agreements to the Unit I and Unit II Agreements which expire on June 30, 2022.

Our negotiation session was scheduled for three and a half (3.5) hours. PSEA came prepared to this negotiation session with four (4) different counterproposals to present on Articles the parties have been negotiating – two (2) in each Unit, as well as four (4) new proposals on Articles that the parties had not yet discussed – two (2) in each Unit. Management, arrived with two (2) counterproposals to present – one in each Unit.

Below is a summary of these negotiations:

- Negotiations was scheduled to begin at 10:30am but started late due to Management's request.
- When negotiations started, PSEA presented Management the four (4) counterproposals it had prepared, and Management presented PSEA its two (2) counterproposals.
- After the counterproposals were exchanged, Management spent almost half of the negotiation session in a caucus, rather than at the negotiating table with PSEA.
- After the lengthy caucus, Management and PSEA both presented two (2) more counterproposals. PSEA was also prepared to present Management four (4) new proposals it has prepared in advance of this negotiation date but was unable to due to time running out on the negotiation session.
- PSEA and Management were unable to reach any new Tentative Agreements.

To date, PSEA has presented 25 proposals to Management, whereas Management has presented PSEA with 18 proposals. In nearly every one of the five (5) negotiation dates so far, Management has spent more than half of the negotiations to date in caucus rather than at the table negotiating with PSEA. The parties have still only been able to reach Tentative Agreements on one (1) Article per Unit – both of which involved only minor changes to wording. The last Tentative Agreement the parties were able to reach was on April 26 – nearly a month ago.

WHAT HAPPENS IF WE DON'T HAVE NEW AGREEMENTS IN PLACE BEFORE OUR CURRENT ONES EXPIRE?

Given Management's delay in starting these negotiations and only two (2) remaining Negotiations sessions we have on calendar before June 30, 2022, it is obvious that we will not conclude these negotiations before our Agreements expire. *What does this mean for PSEA Members?*

The first and most important thing this means is that your salary increases will be delayed. PSEA has always been able to negotiate retroactive raises, and we fully expect the salary increases we will be negotiating in these Agreements will be retroactive to July 1, 2022. Nevertheless, we know that Members need that money now, and we share your frustration at the impact that Management's delays will have on our pocketbooks.

The second thing to keep in mind is that even after the Agreements expire, all the rights and protections contained in those Agreements remain in place as "status quo terms and conditions" – meaning that Management cannot simply take any of those away unilaterally at expiration.

The third thing that expiration of our Agreements means is that various Management Rights provisions expire with the Agreements. Specifically, **Management's right to change employees' working hours unilaterally goes away at expiration**. Similarly, **the No Strikes provision of the Agreements also disappears at expiration** – meaning that after June 30 there is no longer any contractual prohibition on strikes by PSEA members. Of course, any work stoppages would need to be well-planned and coordinated to ensure maximum effectiveness.

WHAT'S NEXT?

On May 24 (today), PSEA returns to the negotiating table with Management for three (3) hours in what is our next-to-last scheduled negotiation date before our Agreements expire on June 30. At this session, we are scheduled to discuss a total of 10 Articles – five (5) in each Unit. We also plan on discussing how PUSD is going to handle Juneteenth this year (which falls on June 20), given PSEA's position that President Biden's declaration of it as a national holiday means that it is now a paid holiday under our Agreements – and that our Members who work on Juneteenth are therefore entitled to additional compensation.

At this point, PSEA is actively exploring all its options – at the negotiating table, in the workplace, at the Public Employment Relations Board, and in the community – to pressure Management to speed up negotiations and bargain in good faith, so that our Members can receive the salary increases we all deserve. The most effective way to hold Management accountable to its obligation to negotiate in good faith so we can

secure the wage increases our members deserve, is by having an active and engaged PSEA Membership.

What can you do now? First, keep up the sea of green! It is great to visit our campuses and see the organized PSEA green unity days. If you need a t-shirt, lanyard or lapel pin, contact KarenBurns@PowaySEA.org. Second, check your non-PUSD email address provided on your Membership form for updates regarding Members' organizing efforts to have their voices heard next week.

Please note PSEA sends updates to Members' external (non-PUSD) email addresses utilizing our list server application. If you are not receiving updates in your external email, please check your spam or junk to mark PSEA as a safe sender or contact KarenBurns@PowaySEA.org to ensure we have the correct email address on file for you. And if you want to find out how you can get more involved in supporting the PSEA Negotiating Team, please contact Courtney Martin at CourtneyMartin@PowaySEA.org.

If you or someone you know has not yet signed a PSEA membership card, please have them complete the [PSEA Membership Application](#) and send to the PSEA office.

In unity,

Your PSEA Negotiations Team

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