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March 11, 2019

By U.S. Mail & E-filing: PERBe-file.SRO@perb.ca.gov

J. Felix De La Torre, General Counsel

[REDACTED]

Public Employment Relations Board
Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811-4124

Re: *Sacramento City Unified School District v. Sacramento City Teachers Association, CTA/NEA*

[REDACTED]

Mr. De La Torre and Ms. Ross
March 11, 2019
Page 2

immediately. Instead of working with the District to overcome these issues, however, SCTA has called negotiations on critical areas.

Since December of 2018, the District has sent no less than six formal letters requesting that

[REDACTED]

[REDACTED]

[REDACTED]

SCTA come to the table to negotiate in good faith regarding the 2019-2020 successor collective bargaining agreement. SCTA has consistently failed to respond to the District's attempts to schedule negotiations sessions, conditioned negotiations on the subjects of salary structure

LOZANO SMITH



Dulcinea A. Grantham

DAG/vb

Mr. De La Torre and Ms. Ross

March 11, 2019

cc: Jorge Aguilar, Superintendent, Sacramento City Unified School District
Raoul Bozio, In-House Counsel, Sacramento City Unified School District
John Borsos, Executive Director, Sacramento City Teachers Association

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

If so, Case No.

NO

1. CHARGING PARTY: AI (A)(I)2.3.83 1 22.8 2.4(E)3.2(RB)-260.4(R)-1.9(eg)-8.6(u)(RB)-.83 1 22.8 44 624.6 m22.8 47* h B 31

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes

No

6. STATEMENT OF CHARGE

a. The party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)

Ralph C. Dills Act (Gov. Code, § 3512 et seq.)

Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)

Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)

Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA)
Utilities Code, § 99560 et seq.)

Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 –

Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

~~b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are~~

[Redacted area containing multiple horizontal black bars covering the text of section b.]

Attachment A to Unfair Labor Practice Charge

***Sacramento City Unified School District v. Sacramento City Teachers Association,
CTA/NEA***

I. STATEMENT OF CHARGE

The Sacramento City Unified School District (“District”) files this unfair labor practice charge (“Charge”) against the Sacramento City Teachers Association (“SCTA”) based on SCTA’s failure to negotiate in good faith regarding the 2019-2020 successor collective bargaining agreement. SCTA has consistently failed to respond to the District’s attempts to schedule negotiations sessions, conditioned negotiations on the subjects of salary structure, health benefits and class size on non-mandatory subjects of bargaining, refused to meet on ground rules and other negotiations-related issues, all of which has resulted in delaying the start of and unnecessarily drawing out the negotiations process. Through its conduct, as outlined in detail in the paragraphs below, SCTA has demonstrated its unwillingness to negotiate with the District toward resolution of these issues. SCTA’s conduct has critically undermined the District’s ability to negotiate possible solutions to the District’s budget crisis to the detriment of the District’s students, parents, and community.

Now more than ever, there is a dire need for the District to work closely with SCTA through the negotiations process. The Sacramento County Office of Education (“SCOE”) has

II. FACTUAL BACKGROUND

A. Parties

1. SCTA is the exclusive representative of the District's certificated employees within the meaning of Government Code section 3540.1(e), as set forth in Article 1.1 of the CBA.

2. The District is a public school employer within the meaning of Government Code section 3540.1(k).

B. Current Fiscal Status of the District

3. The District's financial situation is dire. The District's costs exceed its revenues and must make \$35 million in cuts by June, 2019 to balance its budget and meet the state's minimum reserve requirement. If the District does not make these cuts by June 2019, it risks insolvency and state takeover. The District is projected to run out of cash in November 2019.

C. The 2017 Framework Agreement

4. The District and SCTA commenced negotiations for the 2016-19 successor contract ("CBA") in October 2016. Between October 2016 and November 2017, the Parties engaged in negotiations and were eventually

meeting on November 15, 2018 “in order to get a jump start in negotiations and to avoid negotiating in arrears as [they] did last year.” The District invited SCTA to meet to begin negotiations on one of three proposed dates in November and December, 2018 and suggested norms for the conduct of the negotiations and strategies to make negotiations sessions more productive. The District requested a response by SCTA as to its availability to begin negotiations. (See November 9, 2018 letter, attached hereto as Exhibit A.)

8. On November 15, 2018, the District presented to the Governing Board its sunshine

14. SCTA did not respond to the District's January 17, 2019 letter.

15. On February 7, 2019, at a Board meeting, SCTA finally submitted its sunshine proposal. In it, for Articles 12 (Compensation), 13 (Employee Benefits), and 17 (Class Size), SCTA states that it "reserves the right to delay making an initial proposal" on the above Articles "until the issue of the District's refusal to abide by" specified Articles "and the Mayor's Framework Agreement has been resolved." (See SCTA's Initial Proposal, attached hereto as Exhibit G.)

16. Also at the February 7, 2019 Board meeting, SCTA President David Fisher stated to the Board:

Finally, I think you have it now what we're presenting you consistent with the terms of our collective bargaining agreement our initial sunshine proposal to the District You will also note that in our proposals, particularly Article 12 Compensation, Article 13 Benefits and Article 17 Class Size that our ability to make proposals is greatly impeded by the District's refusal to implement the provisions of our current agreement. Accordingly, it is our belief that negotiations will be productive only when those matters are first resolved.

17. Based on the language in SCTA's sunshine proposal and Mr. Fisher's remarks to the Board, SCTA has refused to negotiate until the outstanding issues relating to salary structure, health benefits and class size were "resolved," for an indefinite amount of time. The salary structure issue is pending before Arbitrator Kenneth Perea with a hearing scheduled on March 7 and 8. The arbitration will consider whether an enforceable contract exists between the District and SCTA and, if so, the terms of the contract.

18. Nevertheless, on February 15, 2019, the District sent yet another letter to SCTA asking it to offer available dates to begin negotiating, now that its sunshine proposal was submitted. The District offered February 20, February 22, February 25, February 26, February 27, February 28, and March 1, 2019. (See February 15, 2019 letter, attached hereto as Exhibit H.) The District reiterated its requests to discuss related issues regarding the conduct and ground rules of negotiations, including a neutral facilitator due to the longstanding strained relationship between SCTA and the District related to negotiations, which "could help us avoid state takeover and save our schools." The District requested a response by February 20, 2019. On February 20, 2019 SCTA responded and stated that "we believe meaningful negotiations regarding a successor contract would be more likely to occur after the resolution of the several major issues from our current contract, including, but not limited to the implementation of the agreed-upon salary

restructuring, and the addition of resources to the classroom via smaller class sizes and more support staff, as a result of potential changes from the health plan.” (See February 20, 2019 letter, attached hereto as Exhibit I.) In its letter, SCTA again refuses to negotiate in a timely manner on negotiable subjects, and instead claims that SCTA has the solution to the District’s budget crisis consisting, in part, of changes to subjects outside the scope of bargaining. SCTA’s

21. It is unlawful for an employee organization to refuse or fail to meet and negotiate in good faith with a public school employer of any of the employees of which it is the exclusive representative. (Gov. Code § 3543.6(c).)

22. To establish a prima facie case of failure to bargain in good faith, PERB considers the totality of the bargaining conduct to determine whether the parties have negotiated in good faith with the requisite subjective intention of reaching an agreement. (*Pajaro Valley Unified School District* (1978) PERB Decision No. 51.)

23. In *Muroc Unified School District* (1978) PERB Decision No. 80 (“*Muroc*”), PERB

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EXHIBIT A

EXHIBIT B

Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jessie Ryan, President, (Trustee Area 7)

Darrel Woo, Vice President, (Trustee Area 6)

Michael Minnick, 2nd Vice President, (Trustee Area 4)

Jay Hansen, (Trustee Area 1)

Ellen Cochrane, (Trustee Area 2)

Christina Pritchett, (Trustee Area 3)

Mai Vang, (Trustee Area 5)



6:00 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

4.1 *Broadcast Statement (Student Member Halbo)*

4.2 *The Pledge of Allegiance will be led by Lesly Baez Vargas, 6th grade student at Pony Express.*

Presentation of Certificate by Vice President Woo

6:05 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:10 p.m. **6.0 AGENDA ADOPTION**

6:15 p.m. **7.0 PUBLIC COMMENT**

15 minutes

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

8.0 PUBLIC HEARING

6:30 p.m. 8.1 *Hearing and Adoption of the District's Initial Proposals Regarding Certificated Unit Sacramento City Teachers Association (SCTA) Collective Bargaining Agreement Negotiations for 2019-2022 (Cancy McArn)* **Conference/Action**
5 minute presentation
5 minute discussion

6:40p.m. 8.2 *Hearing and Adoption of the District's Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2019-2022 (Cancy McArn)* **Conference/Action**
5 minute presentation
5 minute discussion

6:50 p.m. 8.3 *Hearing and Adoption of the District's Initial Proposals Regarding Service Employees International Union, Local 1021 (SEIU) Collective Bargaining Agreement Negotiations for 2019-2020 Re-Openers (Cancy McArn)* **Conference/Action**
5 minute presentation
5 minute discussion

7:00 p.m. 8.4 *Hearing and Adoption of District's Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2019-2020 Re-Openers (Cancy McArn)* **Conference/Action**
5 minute presentation
5 minute discussion

7:10 p.m. 8.5 *Hearing and Adoption of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2019-2020 Re-Openers (Cancy McArn)* **Conference/Action**
5 minute presentation
5 minute discussion

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1k Approve December 13, 2018 as the Board of Education Annual Organizational Meeting Subject to Approval of Item 10.1j (General Counsel)

10.1l Approve Minutes of the November 6, 2018 Board of Education Meeting (Jorge A. Aguilar)

8:32 p.m. **11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

*11.1 Business and Financial Information:
Purchase Order Board Report for the Period of August 15, 2018 through September 14, 2018*

11.2 Monthly Suspension Report – October 2018

8:34 p.m. **12.0 FUTURE BOARD MEETING DATES / LOCATIONS**

*December 6, 2018, 4:30 p.m. Closed Session, 6:00 p.m. Open Session,
Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

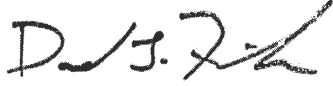
*December 13, 2018, 4:30 p.m. Closed Session, 6:00 p.m. Open Session,
Serna Center, 5735 47th Avenue, Community Room, Annual Organizational Meeting*

8:36 p.m. **13.0 ADJOURNMENT**

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47th

EXHIBIT C

EXHIBIT D

A handwritten signature in black ink, appearing to read "D. Fisher". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping underline.

David Fisher,
President

Cc: SCTA Executive Board

EXHIBIT E

Sacramento
City Unified
School District

OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

dfisher@saccityta.com

Re: First Negotiation Session

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EXHIBIT F

SCTA Proposals to SCUSD 2-7-19

EXHIBIT H

EXHIBIT I

EXHIBIT J

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EXHIBIT K

March 4, 2019

Sent Via E-mail: dfisher@saccityta.com

