



Sweetwater Education Association

Protecting the Promise of Education for All

June 10, 2011

Bargaining Team

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Bargaining Update #9:

Nine hours of bargaining, faulty district numbers derail settlement

SEA and the District met Friday, June 10, 2011. This was the fourth meeting between the two teams for this bargaining round. Each session of bargaining has been very productive and major progress has been made at each round.

Before we get to the “faulty numbers”, here are some **areas of agreement that were reached at our latest round of bargaining:**

- The new contract will expire on June 30, 2012
- Language on compensation for SEA officers on partial release
- Current Article 5 on Alternative Education will be replaced by Appendix M.
- Cleaned up language on compensation for FAC elected members.
- Added a new Subsection 5.3 D.5 defining the Alta Vista work calendar as 205 days and the salary schedule defined in Appendix C-10
- Defined alternative work year as a calendar different than Article 6.5
- Pre-service days will continue to be divided 50% each day for District use and for professional judgement.
- Added language that assistance to librarians during busy times “shall be distribute equitably across all sites based on enrollment.”
- Current contract language on preparation period is preserved.
- Current contract language is preserved on Article 14 Evaluations.
- Health and Welfare benefits language remains the same, however both sides have agreed to meet to negotiate the issue prior to January 1, 2012.
- The article of leaves was modified to to give the Assistant Superintendent of Human Resources or his/her designee the ability to “request additional verification when there is a demonstrable pattern of leave use that suggest the leave is being abused. Such requests for additional verification shall not be made in an arbitrary and/or capricious manner...”

Area of Disagreement and faulty district numbers.

The only area of disagreement that remained was how to deal with the District’s desire to plan for a \$10 million budget deficit, despite SEA’s belief that this is unnecessary given what we have heard from Gov. Brown in his May Budget revise, both political parties in the legislature and organizations like School Services and CTA.

A concession of furlough days with strong restoration or “buy back” language is the only way to deal with a potential deficit. All other proposals would be real concessions on the part unit members for a deficit that has little likelihood to manifest itself. With furloughs, our concessions are determined by the actual deficit experienced by the district once the state budget is finalized.

Based on the numbers originally given to SEA by the district our last proposal of the day was 6 furlough days, 4 taken from second semester instructional days; 1 taken from the second semester inservice day and 1 taken from an instructional day late in first semester. The reason for the timing of furloughs is to give plenty of time for the legislature to come up with a budget. In addition, we preserved our current MOU staffing ratio of 31:1. However, we proposed extending it to June 30, 2014 in order to help the District with it’s 3 year budget planning.

Late in the bargaining session we were informed that the furlough day savings data we were given by the district applied only if all units (SEA, Counselors, Certificated, etc.) took a furlough, not just SEA unit members. This had never been stated before. The District had proposed 5 furloughs and an increase to the staffing ratio for the next two years OR 5 furloughs and a freeze of step and class for 2011-2012 OR as an alternative 9 furlough days. These proposals were rejected by SEA.

Furthermore, given the original numbers we received we had proposed that one furlough day would be restored for every \$35 of ADA funding above the worst case scenario projected by the district. The district countered with \$50. **In essence, the revelation of faulty data had the effect of decreasing the value of our proposal mid-bargaining and increasing the cost of restoring each day.**

Negotiations ended at this point, but not without the SEA Bargaining team speaking with the District's lead negotiator. We expressed our deep displeasure with the last minute change in the numbers they had given us. There was an acknowledgment of the situation and both sides agreed to meet again on Friday, June 17, as previously scheduled.