



PARADISE UNIFIED SCHOOL DISTRICT

NEGOTIATION FAQs PUSD-TAP Negotiations November 6, 2015

Answering questions about labor negotiations issues

Committed to keeping you informed —

Our District is currently at impasse in contract negotiations with the Teachers Association of Paradise (TAP). The Board of Education and District Administration believe all stakeholders in the education community should have access to accurate, timely, and complete information.

This edition of *Negotiations FAQs* deals with —

The Status of Negotiations with TAP and the PERB Impasse Process.

Q: Are teachers currently working without a contract?

A: No, the current teacher contract is still in place.

The current contract remains in full force and effect until June 30, 2016. Teachers have received the usual automatic step and column pay increases for longevity and continuing education credits for all employees still moving up the salary schedule.

Q: Is the District at impasse under state collective bargaining law?

A: Yes.

TAP unilaterally filed a request for declaration of impasse with the Public Employment Relations Board (PERB) and PERB granted TAP's request. Impasse is a part of public school labor negotiations that includes mediation and fact finding. As of the date of this publication, there have been three mediation sessions.

Q: In mediation, did the District attempt to compromise from its earlier position?

A: Yes.

The District offered several alternatives that included increases from its last public offer of August 10, 2015.

Q: Are the parties still negotiating?

A: The District has offered to schedule a negotiations session with the TAP bargaining team in hopes that an agreement could be reached prior to fact finding.

However, TAP has declined the District's offer to meet. The District remains willing to meet and negotiate with TAP.

Q: What happens if an agreement is not reached in mediation?

A: If an agreement is not reached, the mediator will officially certify the parties to fact finding.

The parties cannot proceed to fact finding without the approval of the mediator. On Friday, November 6, 2015 the mediator certified the parties to fact finding.

Q: How does fact finding work?

A: An impartial three-person fact finding panel will be convened to review the arguments and proposals from both sides and issue a set of non-binding recommendations for a settlement.

District management and the Union each appoint one member to the fact finding panel. Then, they mutually agree on a neutral, independent fact finding panel chairperson from a list of qualified labor relations professionals supplied by the state. We do not know how long it will take to schedule the hearing. The hearing is not open to the public.

Q: What is involved in the fact finding hearing?

A: The panel schedules and holds private hearings where both sides present their last, best offers.

The District and the Union prepare extensive binders with comparative data and arguments defending their positions. The panel members meet in private to evaluate the positions and the data. Within 30 days the panel is required to issue a report that contains findings of fact and non-binding recommendations. Before the report is made public, the parties have one more chance to meet in closed session to reach a tentative agreement. If they do not, then the Executive Board of the Union and the School Board vote to accept or reject the fact finder's report. By statute, this process can take no longer than ten days from the time the report is made public.

Q: Is the fact finder's recommendation binding on the parties?

A: The fact finder's report is advisory only.

Fact finding is not like arbitration in a grievance where an administrative law judge decides between competing proposals presented by either side in a dispute. Arbitration is a winner-take-all situation. In fact finding, the panel chairperson can make suggestions that are compromises. However, the fact finder cannot introduce issues that have not already been submitted in the last best offers by the parties.

Q: Can negotiations continue while fact finding is underway?

A: Possibly.

The fact finding process usually involves a series of back and forth discussions involving the fact finding panel chair and both bargaining teams after the hearing is finished. In some cases, once the parties have heard all of the facts and have some indication of the fact finders' positions, a settlement agreement can be reached and the process ends. In other cases, the parties cannot agree that day, but agree to resume discussions while the fact finder's report is pending. Sometimes a settlement agreement can be reached prior to the report being issued or publicized.

Q: If the impasse process doesn't lead to an agreement will there be a teacher strike?

A: Talk of a teacher strike is premature.

Strikes are legal in California, but they cannot occur until all steps in the impasse process have been exhausted. At this point, it would be illegal for the union to engage in any concerted work stoppage prior to a fact finders final report being made public. Additionally, there is language in the Collective Bargaining Agreement between the District and TAP preventing a "strike", "work stoppage", [or] "slowdown." We fully anticipate that teachers will fulfill their professional responsibilities to our students.

Q: Can the District just impose its last, best and final offer if fact finding doesn't work?

A: Yes. The District could impose its last, best and final offer. However, the District is not required to do so. If the District does not impose, the current contract terms will remain in effect until an agreement between the parties can be reached.

In that case, the District would simply adjust the salary schedule and work year accordingly and move forward. However, since the Union still maintains the right to strike because it did not sign a new contract, it is unlikely that the district would unilaterally impose a new contract. The salary schedule for 2013-14 would remain in effect until a new agreement is signed by both parties.

Additional information is available at the district's website at www.pusdk12.org.



PARADISE UNIFIED SCHOOL DISTRICT

**TAP Publication vs. Facts Regarding
PUSD-TAP Negotiations
November 6, 2015**

1. TAP LEAFLET: “Since last June...Twenty four [teachers] went to *neighboring districts for better pay and more respectful working conditions.*”

FACT: 22 of the 23 teachers who resigned provided PUSD with reasons for their resignations. One teacher left to become an administrator, three left the state for various reasons, one left to take over the family business, one left to be closer to her children, one left for health reasons, four left to teach closer to where they live, one left in order to live closer to a loved one, two left to teach at charter schools, four left to work closer to home and higher salary, three left for higher salary, and one left in order to teach a different subject.

Of the 27 new teachers (and 3.2 interns) hired by the District in 2015-2016 school year, nine are new to the teaching profession. The remaining 18 come with between *one and 31 years* of experience from neighboring districts including Chico Unified, Biggs Unified, Live Oak, Palermo Union, Oroville High School District, Plumas Unified, CSU Chico, and Butte County Office of Education. Two teachers, who worked for PUSD several years ago and moved out of state, just returned to California and resumed teaching positions with the District.

2. TAP LEAFLET: “Ten [teachers] retired, some stating *the money wasn’t worth the poor working conditions.*”

FACT: Ten teachers did retire at the end of the 2014-2015 school year. These teachers had between 13 and 35 years of service in PUSD (including teachers with 26, 28, 31, 33, and 35 years of experience). The longevity of these teachers speaks for itself.

3. TAP LEAFLET: “There are still five unfilled teaching positions in our schools.”

FACT: Although there is a nationwide teacher shortage, all but one teaching position in PUSD has been filled. PUSD continues to interview for permanent candidates.

4. TAP LEAFLET: “The School District has received approximately 25% *new monies* over the last two years, yet they are offering to put less than half of it toward a better salary schedule and benefits.

FACT: Public education in California has a new funding model. The restructured funding formula means that any funds received by the District must cover not only salary and benefits (including retirement) for **all** employees but also pay for textbooks, classroom materials, technology facilities maintenance and repairs, athletics, special student programs, business (i.e. utilities, insurance, workers compensation), substitute costs, and transportation costs. PUSD also must reconcile an ongoing structural deficit related to among other things, declining enrollment.

5. TAP LEAFLET: “Tell the School District to settle a fair contract now” and, “...settle the contract fairly and settle it now,” and, “If the Superintendent and Board care about kids and teachers – they’ll settle this now.”

FACT: In addition to the scheduled mediation sessions, PUSD has repeatedly offered to meet with TAP to negotiate a settlement. Most recently, on November 2, 2015 and again on November 4, 2015 PUSD received communication from TAP stating that the TAP team declines to schedule a negotiations date with the District. Decisions made by the District place students as the highest priority.