



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

March 20, 2019

Jessie Ryan
President
Trustee Area 7

Darrel Woo
Vice President
Trustee Area 6

Michael Minnick
2nd Vice President
Trustee Area 4

Lisa Murawski
Trustee Area 1

Leticia Garcia
Trustee Area 2

Christina Pritchett
Trustee Area 3

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

Sent Via E-mail: dfisher@saccityta.com

David Fisher
President, Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: SCTA Vote on Unfair Practice Strike

Dear Mr. Fisher:

Thank you for your March 15, 2019 [letter](#) offering to meet with the District to “cure” practices that the Sacramento City Teachers Association (SCTA) has claimed to be unfair. SCTA states that if the District meets with SCTA and cures its alleged practices, a strike can be averted. This letter addresses that offer, the announcement of the results of SCTA’s strike authorization vote, and separately reiterates the District’s interest to begin negotiations on a 2019-20 successor contract.

At the [press conference](#) and in your letter of March 15, 2019, SCTA listed as the basis for its strike a number of unfair practices it alleges the District has committed. The listed unfair practices along with the District’s position on each are:

1. *Refusing to honor the collective bargaining agreement*

As you know, we have implemented all of the agreements memorialized in our tentative agreement:

- The 7.5% salary increase for all SCTA members, including:
 - 2.5% salary increase for 2016-17;
 - 2.5% salary increase for 2017-18;
 - 2.5% salary increase for 2018-19;
- Awarding of unlimited experience credit; and
- Athletic Director Stipends.

To the extent that this assertion relates to the disagreement between the District and SCTA over the proposed salary restructure in the 2017 Framework Agreement, the arbitration hearing concluded on March 13, 2019, two days before your press conference, and a decision is pending before the arbitrator. We have reiterated the District’s commitment to adjust the certificated employee salary schedule consistent with the District’s agreement to an [ongoing maximum District expenditure of 3.5% as approved](#)

[by the District's Governing Board and the Sacramento County Office of Education under AB 1200](#). Again, the District is, and always has been, ready to immediately implement a restructuring of the salary schedule within the agreed upon 3.5% cost cap for the entirety of the 2018-19 school year and at that same ongoing expenditure in future years. This 3.5% maximum expenditure is to primarily benefit teachers in the B and C salary columns. Therefore, we do not understand SCTA's unfair practice allegations on this topic given that this matter is pending before an arbitrator who will issue a decision in short order.

SCTA leadership also continues to insist that any and all savings from healthcare plan changes go to funding numerous new SCTA positions. However, as we have repeatedly pointed out to SCTA leadership, the District and SCTA did not achieve health plan savings by July 1, 2018 as described in Article 13.1 of the Tentative Agreement. Because no savings were achieved there are no savings to discuss, but we remain very interested in working with SCTA through the negotiations process to look at benefit plan options and ways to achieve savings.

2. *Refusing to meet at reasonable times and places with SCTA and attempting to dictate who the teachers have representing them*

[As evidenced by seven \(7\) separate communications offering SCTA leadership twenty-four \(24\) dates in a four \(4\) month period](#), SCTA leadership has not agreed to begin negotiations. In those letters, the District has requested that we should meet to discuss protocols for negotiations, including team composition, scheduling negotiations, and use of a facilitator for negotiations. The District has encouraged that both parties look at these issues in order to ensure efficient and effective negotiations.

3. *Making unilateral and unlawful changes to the wages and working conditions of teachers without bargaining*

To the extent that this allegation references the District's attempt to implement much needed programs and/or assessments for our students, there have not been any unlawful actions on the part of the District. Rather, the District has for nearly a year endeavored to meet and reach agreement with SCTA on any negotiable aspects of a number of programs that would further our vision of equity, access, and social justice for our students. These include stipends for elementary coaches to offer approximately 20,000 students the opportunity to play organized flag football, basketball, and running, [district-wide assessments to monitor student learning](#), [inform English Learner reclassification](#), [GATE identification](#), and [mathematics placement](#) and [professional learning on the District's framework for continuous improvement \(hyperlink\)](#).

4. *Failing to send District representatives to the bargaining table who have authority to negotiate on behalf of the District*

It is unclear as to what this assertion relates since SCTA leadership has refused the District's repeated offers to begin negotiations for a successor contract and, therefore, we are not currently bargaining.

5. And others

We ask that SCTA leadership provide more specific claims regarding unfair practices as a means to support a strike. We feel that voting to authorize an unlawful practices strike is not appropriate given the severity of the challenges we face and the need to start negotiations with SCTA.

SCTA leadership is well aware of the avenues available to it to pursue alleged claims and, in fact, SCTA leadership has availed itself of those avenues in the past by filing grievances and claims with the Public Employment Relations Board. It appears that SCTA leadership, rather than allowing the legal processes it has initiated to run their course, is now stating it cannot wait and must instead strike.

The District objects to SCTA's claim that the District has committed any unfair practices or that any of the District's practices warrant the extreme action of a strike. PERB has held that strikes are only permitted in very narrow circumstances. Unfair practice strikes are permitted only when the union can show "...a causal connection between the employer's action and the strike." (*Sacramento City Unified School District* (1987) PERB Dec. No. IR-49, 11 PERC ¶ 18053; *Rio Hondo Community College District* (1983) PERB Dec. No. 292E.) Our position is that SCTA cannot meet the established threshold to justify an unfair practice strike.

Further, in order to ensure the safety and education of students, public employee unions are required give sufficient notice to a public school employer prior to engaging in *any* strike, including an unfair practice strike. Failing to provide such notice constitutes an unlawful pressure tactic in breach of the union's duty to negotiate in good faith and is therefore a violation of the Educational Employment Relations Act ("EERA"). (*San Ramon Valley Unified School District v. San Ramon Valley Education Association, CTA/NEA* (1984) PERB Order No. IR-46; Gov. Code § 3543.6(c).) While we maintain that SCTA cannot lawfully strike, in the event that SCTA chooses to take that unfortunate course, we ask that it provide sufficient notice to the District in advance of any work stoppage so that the District can prepare students, parents, and staff.

Meeting Concerning Discussing Remedies to The District's Alleged Unlawful Practices

The District is disappointed that SCTA leadership is focused on strike preparations while the District has been, and continues to be, committed to working with SCTA leadership. You have offered to meet with the District to give the opportunity for the District to cure its alleged unfair practices.

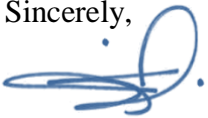
While the District strongly disagrees that it has committed any unfair practices, we will accept your offer to meet to discuss "*remedies to the District's unlawful actions.*" The District will bring to this meeting those representatives who are able to address questions related to each of your claims. We also would like to accept the offer of Sacramento Mayor Darrell Steinberg and County Supervisor Phil Serna to facilitate this meeting and will communicate this desire to them. The District team will make itself available to meet at a location that Mayor Steinberg or County Supervisor Serna might designate on a mutually convenient date.

Commencing Negotiations

Separate from your meeting request to discuss “*remedies to the District’s unlawful actions*” we once again request that SCTA leadership agree to meet with District representatives to begin the negotiations process for a new successor contract. Earlier, Loretta van der Pol, Chief Mediator for the [State Mediation and Conciliation Services \(SMCS\)](#), offered to facilitate negotiations between the District and SCTA and we hope that SCTA leadership would agree to working with the SMCS. We believe that given the strained relationship between SCTA and the District, using a facilitator for negotiations will allow for productive discussions focused on our joint efforts to save our schools. The State Mediation and Conciliation Service was established in 1947 to prevent labor disputes and promote sound union-management relationships. The mediators working for SMCS have tremendous experience in tackling the most difficult labor issues with employers and employee groups. Given the urgency of the situation, it is my hope that SCTA leaders will be willing to work through a SMCS neutral facilitator on mutually convenient dates offered by SMCS to have discussions that are focused on saving our schools from a takeover.

We believe that our fiscal challenges require collaboration and creativity. We look forward to meeting with SCTA leadership to discuss concerns you have about District practices. And separately, we look forward to beginning negotiations as we continue to focus on constructive solutions that will save our schools and move in the direction of equity, access, and social justice for all of our students.

Sincerely,



Jorge A. Aguilar
Superintendent