



OEA Bargaining Update

Quality Schools = Better Lives

Bargaining Update #22

October 30, 2018

United Teachers of Los Angeles was released to Fact Finding. Will OEA be next???

Highlights of Mediation Session #5 (October 23, 2018)

The Teams spent the morning caucusing and reviewing compensation supposals. By reworking implementation dates for the Union's 3% in '17-'18; 4% in '18-'19; 5% in '19-'20, our Bargaining Team softened the initial costs to the District over the first three years in recognition of budget constraints yet retained the full proposal of 12% on salary by the end of the agreement. Union movement on our "supposals" on compensation far outstripped the District movement of two small adjustments over four years. Nevertheless, the District relayed the State Trustee's position that the Union proposal was still too costly to be approved. Mediators counseled that without further movement by both sides, we risked being released to Fact-Finding.

In the afternoon, the Union offered "supposals" for reaching TAs on Article 6: Association Rights, Article 17: Safety, and Article 25: Peer Assistance and Review, adjusting proposed language to improve the contract. The District has not yet responded to these attempts at resolution of outstanding differences in contract language, nor provided additional strategies for improving compensation, as they suggested we conclude for the day when the Union did not further adjust our compensation "supposal." We await District response at the sixth Mediation session on Tuesday, November 6th.



End the Teacher Retention Crisis in Oakland



- We are bargaining to **END** the Teacher Retention Crisis
- The District's **PAYCUT** proposal would decimate our schools

Side by side comparison of latest proposals.

Article	OEA	OUSD
Article 10: Hours of Work	<p>Fewer Extra Duty Hours</p> <p>Designate a monthly Minimum Day for extra duty/prep work</p> <p>\$50 hourly rate</p> <p>3 staffed preps, 4 staffed preps for combo teachers</p>	<p>20 extra duty hours added to duty year</p> <p>\$29 hourly rate</p> <p>Remove 8am to 3:45pm school day parameter</p>
Article 15: Class Size	<p>Phase in class size reductions over two years of one student per year</p> <p>Double class size reductions at schools with 80% or higher unduplicated pupil percentage (per LCFF)</p> <p>Greater combo class supports</p> <p>Maintain SDC class sizes as hard caps</p> <p>SDC inclusion students count as two students in general ed. classes</p>	<p>Increase SDC class size to 15 (from 13) for mild/moderate</p> <p>Increase SDC class size to 12 (from 10) for moderate/severe</p> <p>Reduce PE class size to 50 (from 52)</p> <p>Lowering Fine Arts class size to 29 to match Crafts</p>

Article 21: Specialized Caseloads

Caseload reductions for all counselors, nurses, psychologists, speech therapists, and resource specialists*

counselors	1:250
nurses	1:750
psychs	1:700
speech therapists	1:40
RS	1:24

***Note the table above reflects the contract language proposed in OEA P-41. Previous side-by-side erroneously listed the P-49 package language which was not accepted, We have elected to return to P-41.**
 Definition of Inclusion Specialist position.

Defined supports for Newcomer programs

No changes in caseloads or supports. “Inclusive Practices” to replace “Full Inclusion” language.

Nothing for Newcomers.

Article 24: Compensation

**

2017-2018	3%
2018-2019	4% (1% from G1)
2019-2020	5%

Substitutes

Current three tiered substitute pay tied to salary schedule starting at \$187 daily (75% of Column 1, Step 1), 85%, 100%

2017-2018	0%
2018-2019	0.5% on salary schedule in January 2019 from G1 ~ 1.5% Bonus from G1 and Extra Duty Hours
2019-2020	0.5% salary on schedule in Jan '20 ~ 1.0% Bonus from G1 and Extra Duty Hours

TOTAL \$ FOR 2017-2020	Outside of G1 funds, generously contributed by Oakland voters, the District is offering a NET Decrease in Pay of 1% (0.5% bonus offset by 1.5% more yearly duty
-------------------------------	--

			hours).
		<p>Substitutes Substitute pay lowered in packaging from \$187 to \$150 daily rate.</p>	

OEA Impasse FAQ

STEPS AT IMPASSE AND BEYOND (with the caveat that negotiations can continue and a tentative agreement between Union and District could be reached at any point in this process):

- **Impasse Declaration:** Upon receipt by Public Employment Relations Board (PERB), a mediator must be appointed.
- **PERB Mediation:** Mediator meets with both parties, and if unable to mediate an agreement, can release parties to fact-finding.
- **Fact-Finding Appointment:** Three-person panel, one selected by Union, one by District, and one neutral, either mutually-agreed, or selected by PERB
- **Fact-Finding Hearing:** Meetings with both parties, inquiries or investigations, hearings, and/or other steps as appropriate.
- **Fact-Finding Decision:** Recommended settlement terms are advisory only.
- **Fact-Finding Report:** Privately to both parties to provide opportunity for corrections, and then publicly.
- **Post Fact-Finding Public Report:** Union is strike legal; District can impose its “last, best, and final offer.”

YOUR OEA BARGAINING TEAM:

*Dennis Nelson, Chair, Home Instruction, PEC Katherine Gibson, TK, Greenleaf TK-8
Lusa Lai, Second Grade, Lincoln Patricia Segura, Newcomer TSA, Fremont High
Mark Fisher, Second Grade, Fruitvale Doug Appel, CTA Staff, Emeritus
Keith D. Brown, ex officio member, OEA President*