



OEA Bargaining Update

Quality Schools = Better Lives

Bargaining Update #24

December 21, 2018

Bargaining Goes to Fact-Finding

Highlights of Mediation Session #7 (November 28, 2018)

Although our OEA Bargaining Team fully expected to be released to fact-finding by the Mediators, the scheduled session on November 28th, convened as planned. The District presented a new package proposal for a 3 year agreement ('17-'18, '18-'19, '19-'20) which has been incorporated in the side-by-side comparison below. Because this is a proposal, and not a supposal that has no binding labor law implications, this now represents their "Last Best Offer" as we prepare for Fact-Finding. This is the offer that they could choose to impose after release of the Fact-Finding report. Significantly, they have moved from a net reduction in Compensation of 1% (due to added work) to a 5% salary increase by the end of the 3 year agreement. There are minimal classsize/caseload adjustments, offset by higher SDC class sizes. The time-consuming Teacher Growth and Development System (TGDS) for Evaluation remains without requisite safeguards and meaningful resources for effective coaching. Other contract changes of greatest concern in their "Last Best Offer" include striking the start and end time for the school day of 8am and 345pm respectively, daily elementary prep movable to the end of the day, secondary conference periods truncated in schools with block scheduling, and removal of the extra half day for Teacher Planning at the beginning of the year. These issues, as well as the insufficient District movement on big ticket items, caused our OEA Bargaining Team to reject their packaged proposal and retain our prior position.



End the Teacher Retention Crisis in Oakland



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>\$35 hourly rate</p> <p>Remove 8am to 3:45pm school day parameter</p> <p>A daily 30 minute prep for elementary teachers either at the beginning or end of the work day</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 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> <p>Reduce 4th/5th grade classes by 1 student in elementary schools with 97% or more unduplicated pupil percentage</p>										
Article 21: Specialized Caseloads	<p>Caseload reductions for all counselors, nurses, psychologists, speech therapists, and resource specialists*</p> <table border="1" data-bbox="337 1270 857 1598"> <tbody> <tr> <td>counselors</td> <td>1:250</td> </tr> <tr> <td>nurses</td> <td>1:750</td> </tr> <tr> <td>psychs</td> <td>1:700</td> </tr> <tr> <td>speech therapists</td> <td>1:40</td> </tr> <tr> <td>RS</td> <td>1:24</td> </tr> </tbody> </table> <p>*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.</p> <p>Definition of Inclusion Specialist position.</p>	counselors	1:250	nurses	1:750	psychs	1:700	speech therapists	1:40	RS	1:24	<p>Effective July 1, 2019, reduce caseloads for counselors to 700:1/650:1 to 650:1/600:1</p> <p>Nothing for Newcomers.</p>
counselors	1:250											
nurses	1:750											
psychs	1:700											
speech therapists	1:40											
RS	1:24											

	Defined supports for Newcomer programs	
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	1% on salary schedule effective June 30th 2018	
2018-2019	1% on salary schedule effective July 1, 2018	
2019-2020	1.5% salary on schedule effective Jan. 1, 2020 1.5% salary on schedule effective June 30th, 2020	
Total \$ for 2018-2020	5% (Inclusive of G1)	
Substitutes Substitute pay lowered in packaging from \$187 to \$150 daily rate.		

FAQ/FACT-FINDING from CTA

FACT FINDING IN A NUTSHELL

BARGAINING DURING THE IMPASSE PROCESS:

A. The local chapter can and should continue organizing efforts during the impasse process as part of their campaign to build power and pressure the District to a settlement.

B. The parties (Union & District) can conduct negotiations during any point of the impasse process.

1. MEDIATION: If the State mediator is not able to bring the two sides together, he/she certifies the dispute to the fact finding hearing process.

2. FACT FINDING PANEL: Three (3) people are selected to form a panel that will consider presentations made by the two parties (Union & District) within 10 days of its appointment.

The 3-person panel has one representative from the union and one from the district, plus a neutral whom the parties select from a list provided by Public Employment Relations Board (PERB), who consider the following:

- The bargaining proposals from the Union and the District
- State and federal laws that apply to the District
- The interest & welfare of the public and the District's "ability to pay"
- Comparisons of the wages, hours & conditions of employment with other districts
- The consumer price index AKA the cost of living
- The overall compensation and other facts not expressed above

Within 30 days of the Fact-Finding Hearing, the neutral will issue a written advisory opinion, that includes recommendations for a settlement, to both parties. The union and district fact finding panel representatives can agree with the report or write dissenting opinions.

The District must make public the entire fact finding report within 10 days. Nothing precludes the Union from presenting the entire report to the public.

The neutral factfinder is usually an attorney/arbitrator who has general understanding about school finance. He/she may not be a financial expert or an accountant. A factfinding process is not an audit or a finding of facts.

The neutral's time and energy are mostly devoted to listening to the party's presentations and formulating an advisory report that includes recommendations for a settlement. It is common for a factfinder to attempt to mediate the dispute one more time.

The neutral's written report is not binding on either party. However, both parties must consider the written report.

There is no deadline to consider the report nor any obligation for the parties to meet as part of considering the fact finding report.

3. FINAL STEP: After considering the fact finding report (there is no time limit), both parties can implement their respective actions of recourse:

THE UNION CAN STRIKE (as a legally protected union activity free of retaliation)

Fact-Finding Dates from PERB

December 19: Request to find a fact finding panel member

December 26: Appoint a chairperson

January 2nd: Provide statements of issues

The parties are required to file with PERB the name, address and telephone number of the persons who will serve as their factfinding panel members. In addition, a list of issues must be submitted either jointly or individually. PERB has three major responsibilities in the factfinding process. First, PERB must insure that statutory timelines are either enforced or waived. Second, under current law, PERB appoints a neutral chairperson for the factfinding panel and contracts with that person for his/her costs, unless the parties select and agree to pay the chairperson. Third, PERB is responsible for maintaining a panel of qualified, acceptable, unbiased persons from which the parties may select a chairperson. These individuals must have at least five years of experience in labor/management relations.

What are our next steps?

Talk to your site reps

Let them know how you feel we should move forward

Save the Date Saturday January 12, 2019

#REDForED Comes to Oakland

EAST BAY RALLY TO

FUND PUBLIC EDUCATION NOW!

SAVE THE DATE: SATURDAY, JANUARY 12
OAKLAND CITY HALL FRANK OGAWA PLAZA, OAKLAND. 12PM

WEAR #REDFORED!

In California, the richest state in the nation with one of the highest costs of living, the Los Angeles (UTLA) and Oakland (OEA) teacher unions are preparing to strike this winter, demanding higher salaries and improved working (and learning) conditions. Both are necessary to recruit and retain teachers, many of whom cannot afford to live in the districts in which they work.

The East Bay Coalition of Public Educators, a coalition of educators, parents, community, and students are also fighting for increased state funding for public schools – among the lowest in the nation. The underfunding of our schools and social services has especially hurt high needs students, especially those with special needs.

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