

Negotiations Update: District hopeful as it heads to impasse with classified leaders

Last October, Natomas Unified ended furlough days and restored approximately 5.94% of classified employee salaries. Since then the District's bargaining team has met six times with classified leaders to negotiate contract language that expires June 30, 2014. Those talks ended in frustration yesterday, even though both sides agree on increased compensation for classified employees.

We have attached a June 4, 2013 document signed by classified representative Roderick Gaulman, stating the intent for 2013-2014 negotiations was to reinstate pay related to furlough days and address out of class pay. As we stated earlier, furlough days already have been restored as of October.

In a letter sent out yesterday by classified leader Talitha Blizzeard, she stated that the District has declared impasse. That statement is not accurate. Based upon discussions between the parties, it is clear that there was a mutual recognition of impasse. Impasse provides both sides with an opportunity to have a third party mediator help finish 2013-2014 negotiations and move on to 2014-2015 negotiations. We want to make it clear that the District's interests include increasing employee compensation in the range of 4%-5% starting in 2014-2015. The District did not unilaterally declare impasse. Additionally, a number of the claims in Ms. Blizzeard's letter are inaccurate:

- “The Board recently approved maintaining a 9% reserve” **FACT:** Since 2011-2012, board policy has required a minimum 9 percent reserve. That certainly is not recent. In December Natomas Unified restored its financial status to the highest rating a district can earn and was removed from the California Department of Education list of districts in potential financial jeopardy.
- “Over the last three years the District spent over \$10 million in legal and consulting fees.” **FACT:** That dollar amount is fictitious. Much of the legal fees the District has been required to spend recently have been due to false allegations made by a small number of classified leaders. Two recent legal decisions resulted in defeat for classified leadership when a state agency sided both times with Natomas Unified. The same classified leaders that are worried about legal expenses and fees are the ones moving forward with these unsuccessful complaints.
- Ms. Blizzeard's claim that the District is not interested in providing increased compensation is not true. **FACT:** Natomas Unified already restored the equivalent of approximately 5.94% of classified employee salaries by ending furlough days and has been open at board meetings about its interest to increase employee compensation between 4%-5% starting in 2014-2015.

In addition to our interest to increase compensation to attract, retain and train committed, collaborative, caring and exemplary staff for our students, Natomas Unified has made significant investments to improve the academic and social emotional support structures for our students. These efforts include implementing an International Baccalaureate program, implementing full day kindergarten, improving facilities, increasing the District's academic achievement, implementing career technical education programs such as culinary arts and automotive technology, and planning to open a new college- and career-focused middle school in August 2014, just to name a few exciting opportunities for our students and community.

With all these good things for students, (and more on the way), we will still be able to provide additional compensation for our classified employees and remain hopeful that a third party mediator will help us continue to move forward with classified employee negotiations.

Sent Via Facsimile: (916) 567-5454 and with Proof of Service U.S. Mail

June 4, 2013

Sally Clark
Assistant Superintendent of Human Resources
1901 Arena Boulevard
Sacramento, CA 95834

RE: Contract Reopeners 2013-2014

Dear Mrs. Clark:

The California School Employees Association and its Natomas Chapter 745 (CSEA), hereby submit our Contract Reopener proposals pursuant to Article 26.1 and 26.2 of the parties Collective Bargaining Agreement (Agreement).

Pursuant to Article 26.1 of the parties Agreement, CSEA will negotiate the following:

- (a) Article V, Association Rights. Modify the Agreement to include New Employee Orientation.
- (b) Article VII, Health and Welfare Benefits increases based on available funding.
- (c) Article IX, Filling Bargaining Unit Vacancies. Modify the Agreement to include and Sixty day limitation rule for filling vacancies pursuant to Ed. Code 45103, Substitute employee usage pursuant to Ed. Code 45103 and Twenty Day Rule pursuant to Ed. Code 45137.
- (d) Article XVI, Layoff Procedures. Modify Agreement to include Reduction of Hours and Sixty Day Notice requirement.
- (e) Article XVII, Classification and Reclassification. Modify Agreement to include procedures for Classification and Reclassification changes.
- (f) Article XVIII, Grievance Procedures. Modify the Agreement to include binding arbitration and use of grievance form.
- (g) **Article XIX, Salaries. Furlough days reinstatement and Out of Class Pay.**

Pursuant to Article 26.2 Reopeners Articles include:

- (h) Article XX, Discipline. Modify the Agreement to include binding arbitration
- (i) Article XXI, Transportation. Modify the Agreement to include Summer work, route bidding, seniority rights, overtime field trips rotations and weekend trips

If there any questions regarding this notice, please contact me at rgaulman@csea.com or (916) 681-0226.

Sincerely,

California School Employees Association

A handwritten signature in black ink, appearing to read "R. D. Gaulman".

Roderick D. Gaulman, J. D.
Labor Relations Representative

RG/pm

cc: Talitha Blizzeard, Chapter President; Omega Brewer, Chief Steward