Andrea L. Dooley, Arbitrator
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FACT FINDING PROCEEDINGS

Pursuant to their Agreement, on October 6, 2016, the parties "sunshined" their initial proposals for a new CBA. Between October 11, 2016, and March 9, 2017, the parties met at least fifteen (15) times but did not reach agreement.

On March 13, 2017, SCTA requested an Impasse Determination/Appointment of Mediator from PERB, which the District did not oppose.

The parties met with Tom Ruiz of State Mediation and Conciliation Service in formal mediation on April 10, 2017, and on six subsequent occasions. The parties were unable to reach any agreements in mediation and Mr. Ruiz certified the parties to fact-finding on May 18, 2017.

employment of other employees performing similar services and with other

Stipulations of the Parties

The District and SCTA have stipulated to the following facts, or these facts are undisputed by the parties:

meaning of Section 3540.1(k) of the Educational Employment Relations Act.

2. The Sacramento City Teachers Association is a recognized employee organization within the meaning of Section 3540.1(l) of the Educational Employment Relations Act and has

Article 4 – Grievance Procedure
Article 6 – Evaluations
Article 7 – Assignments
Article 8 – Transfers
Article 9 – Leaves of Absence
Article 10 – Personnel Files
Article 11 – Safety Concerns
Article 13 – Employee Benefits
Article 26 – Duration (TA on language, years to be determined)

The parties also agreed to maintain the status quo on the following:

Article 14 – Personal and Academic Freedom
Article 16 – Liaison Committee

Article 19 – District Rights
Article 20 – Mentor Teacher
Article 21 – Organizational Security
Article 22 – Professional Growth
Article 23 – Classroom Teacher Instructional Improvement
Article 24 – Site-Based Decision Making
Article 25 – Successor Agreement

8. The parties proceeded to mediation on April 19, 2017 with the Presiding Mediator, Tom Ruiz. At that time, the mediator was unable to facilitate a settlement. On May 18, 2017, the mediator certified the parties for factfinding.

9. The factfinding Chairperson, Andrea Dooley, was notified of her assignment on or about

1 information about the pupil population served in the District, general information about

2 Sacramento City, review of the applicable statutes and the District's LCAP.

San Juan Unified School District
Stockton City Unified School District
Twin Rivers Joint Unified School District

Washington Unified School District
Woodland Joint Unified School District

The Association identified the following districts as comparable, because these districts have an Average Daily Attendance rate of 30,000 students, similar to Sacramento City. These districts are:

Capistrano Unified School District
Corona-Norco Unified School District
Elk Grove Unified School District

Fontana Unified School District

District[3] Max total

$77,631 28

close proximity to the District, and therefore it's reasonable to conclude that all four districts draw from the same pool of eligible certificated employees.

CPI

Other Factors

The panel reviewed and considered all facts and proposals presented by the District and the SCTA.

Recommendations

After a review of the facts and arguments presented by both parties, the Chair

recommends the following[4]:

e time will be structured in the

the department.

Article 12 Compensation

	2016-17	2017-2018	2018-19	Other Comp
District Proposal	2.5% retro to July 1, 2016	3.5% retro to July 1, 2017	2.5% contingent on state budget	Increase doctorate bonus to $3000
Association	4% retro, plus [illegible] salary schedule	3.5% retro to [illegible]	3.5% effective [illegible]	
Neutral Factfinder's Recommendation	None	3.5% retro to July 1, 2017		Increase doctorate bonus to $3000

The parties should endeavor to make a second 2.0% salary schedule adjustment in 2019-2020.

If the District's total compensation is competitive with other districts in the geographic

12 The District and SCTA agree to work together diligently to s

20

Department Chair Leads; School Psychologists.

Article 15 Substitutes

15.2 Fully credentialed d are responsible for lesson planning and other teacher duties, will be paid on the regular teachers'

15.3 The District shall provide long term substitute sick leave consistent with AB 354.

The Chair recommends that the parties negotiate a health benefit stipend for long-term subst teachers. Due to the cost of health benefits in the District, an alternative method of providing

compensation in lieu of full benefits could be negotiated in this or a future agreement.

15.14 By the fifteenth of every month, Human Resources Office will provide the Association with an itemized statement of dues deducted from substitute teachers' pay in the prior month, and shall remit the dues which were withheld to the Association.

The parties may negotiate different language to achieve the Association's interest in accounting for substitute teachers' membership dues.

adjudicate those matters, the panel strongly recommends that resolution of all pending disputes

[redacted]

Conclusion

It is the hope of the Chair that these recommendations will be used by the parties to negotiate a settlement to the current impasse.

Dated: November 1, 2017

Andrea L. Dooley, Chair, Panel Member

Concur	Concur
Concur in part	Concur in
Dissent in part	Dissent in part
Dissent	Dissent

Parham ct Panel Member

John Borsos, Union Panel Member

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

DISTRICT,

Filing Party,

DISTRICT'S CONCURRENCE TO

RECOMMENDED TERMS OF

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17576141.1

Factfinding Report and do not bind the District but are made in hope of resolving the current impasse.

Article 12 Compensation

I concur with the Arbitrator's rejection of SCTA's request for a 4% retroactive increase, plus an additional 4.5% to adjust the salary schedule, equaling a total of 8.5% for the 2016-17 school year. I agree with the Arbitrator's recommendation to award 0% for 2016-17, 3.5% for

reduce class sizes in grades 4 through 6. Any remaining savings may be used by mutual agreement to fund additional priorities such as: Art and Music; Increase

Article 17 Class Size

I concur with the Arbitrator's recommendations to revise Articles 17.1.1, 17.1.2, and 17.1.5 regarding class size maximums in Kindergarten through grade 2.

Article 18 Organizational Rights

Jack Panel

Concur

Concur in part

Dissent

Concur

Concur in

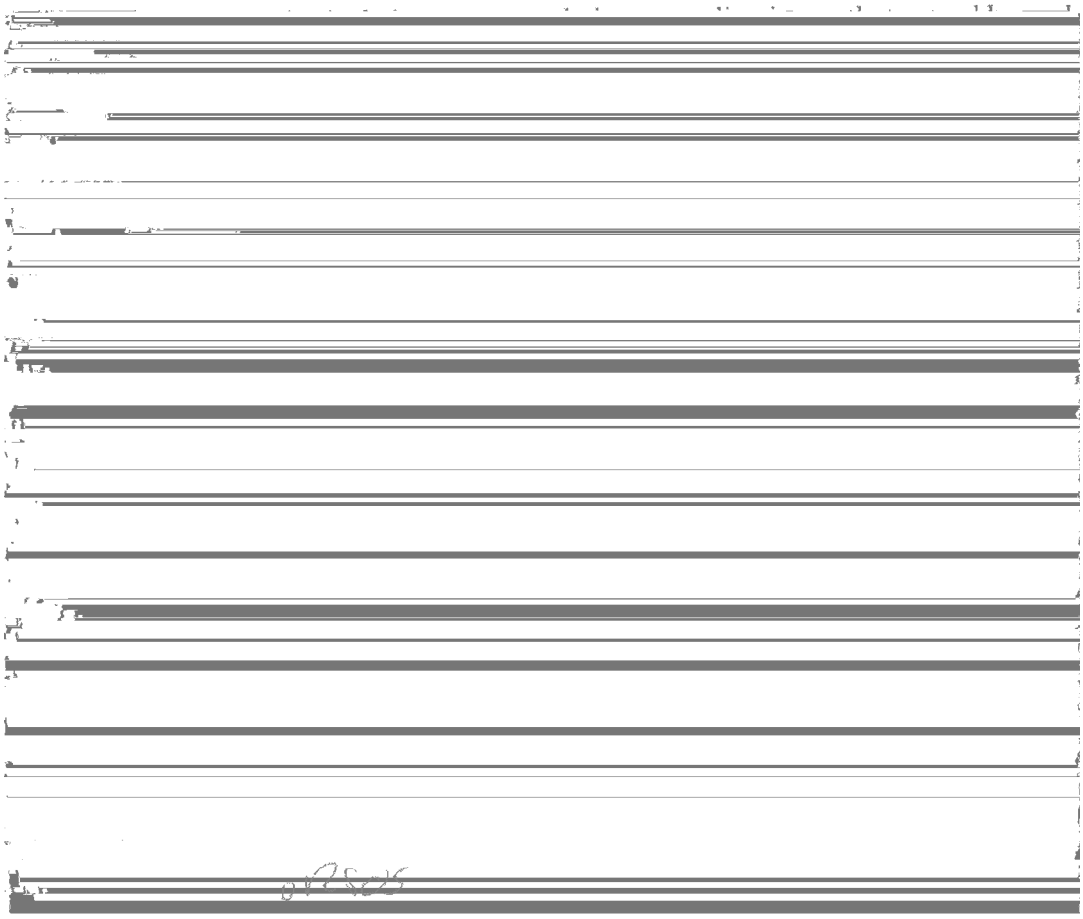
Dissent in part

November 1, 2017

DISSENT of the Sacramento City Teachers Association (SCTA) to the Non-binding, Advisory Recommendation from the Neutral Third Party in PERB Case No. SA-IM-2416-E

The neutral third party's non-binding, advisory recommendation is severely flawed and following its recommendations would be a disservice to the 40,000 students of the Sacramento City Unified

1. **A failure to understand basic facts prior to making a recommendation.** For example, the report recommends a phase in of class size reduction to 24 to 1 in grades Kindergarten through 3rd over the next two to three years, including years beyond the scope of this proceeding (i.e., 2019-2020, and 2020-21. The author of the report is obviously unaware that current class sizes in grades K through 3 are already at 24 to 1



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