September 4, 2019

PSEA and Management met on Thursday, August 29 for Unit II Negotiations. During this negotiation session, the parties discussed Payroll Deductions (Article 4), Vacation (Article 7), Leaves (Article 9), Wages (Article 14) and Transportation Department (Article 19), and were able to reach a Tentative Agreement (TA) on Article 19.

**ARTICLE 7**

PSEA started the day by presenting Management with our latest proposal on Article 7 (Vacation). The focus of the parties’ negotiations has been on the timing and procedures surrounding the paying out of vacation days to employees contracted for less than twelve (12) months who do not work during the District’s mandated recess periods (Thanksgiving, Winter, February and Spring breaks). The parties had a lengthy discussion about the history of the mandated District recess days and the ways this was impacted by the adoption of PeopleSoft in 2016 as the payroll system by the County Office of Education. No Agreement was reached on this article, and we will continue discussions over this in future negotiation sessions.

**ARTICLE 19**

Next, Management presented PSEA with its latest proposal on Article 19 (Transportation Department). The parties’ negotiations to date had focused on the use of “stand-by time” in the bus drivers’ schedules, to account for runs growing or shrinking throughout the school year. PSEA had expressed concern that Management’s previously proposed language regarding “stand-by time” could be abused, and Management’s latest proposal modified this language in ways that satisfied PSEA that drivers’ rights would be protected while preserving the flexibility needed in the Transportation Department. In addition, PSEA and Management agreed to increase the time available for all drivers to complete their pre-trip inspection to a minimum of 30 minutes and a maximum of 35 minutes. Based on these changes to Management’s proposal, the parties were able to reach a TA on Article 19.

**ARTICLE 4**

The parties next discussed Article 4 (Payroll Deductions). The changes to this article were necessitated by the Supreme Court’s aggressively anti-union decision in the *Janus* case, which outlawed “agency fee” arrangements, by which non-members of a union are required to pay for their fair share of the cost of negotiating and enforcing the union contracts.

For as long as anyone can remember, the PSEA agreements (and, before that, the CSEA and SEIU agreements) have contained a “Maintenance of Membership” clause – by which employees who join or remain PSEA members while an Agreement is in place agree to remain members for the duration of that Agreement, but are free to drop their membership at the expiration of the Agreement. Maintenance of Membership clauses help provide unions with stability to be able to effectively represent employees, by ensuring continuing membership during the term of agreements. This clause is separate and apart from the “agency fee” language we had in our Agreements, which applied only to non-members and which *Janus* invalidated.

In the wake of the *Janus* ruling, PSEA proposed to eliminate the now obsolete “agency fee” provisions from our Agreements. Management agreed to this, but then went one step further and proposed to eliminate the “Maintenance of Membership” language as well. PSEA objected to this, pointing out that nothing in the *Janus* decision nor in state law has called into question the continuing validity of Maintenance of Membership agreements.

In our negotiation session on August 29, after considering the arguments PSEA has been making, Management for the first time agreed with PSEA that Maintenance of Membership provisions are still allowed under state law and the *Janus* decision. Management did not, however, indicate whether it was therefore withdrawing its proposal to eliminate the Maintenance of Membership clause from our Agreement. Since this is the only remaining issue separating the parties in negotiations over this article, we have been unable to reach a TA on Article 4.

**ARTICLE 14**

After a lunch break, Management presented PSEA with a wage proposal for Unit II. Unfortunately, once again, Management proposed to give PSEA members smaller raises than PFT. After some questioning by PSEA, Management conceded that there was no impediment to having presented PSEA with a similar proposal to the TA with PFT.

Having already communicated to Management our members’ frustrations at being lowballed in this way, the PSEA negotiations team decided the most productive approach was to simply make a counter proposal to address the inequities. As a result, after a brief pause, PSEA presented Management a counterproposal which ensured PSEA members would receive the same percentage increase as PFT and would otherwise be treated no worse than our certificated sisters and brothers.

We will keep our members informed as to how Management responds to PSEA’s wage proposal.

**ARTICLE 9**

Finally, PSEA presented Management with a proposal on Article 9 (Leaves). At this point, there are two substantive areas of disagreement between PSEA and Management when it comes to leaves: 1) PSEA feels strongly that employees who have accrued sick leave in their leave bank should be able to utilize that leave to take care of family members who have fallen ill or became injured (a right that classified employees at other Districts enjoy); and 2) PSEA is opposed to the District’s proposal to reduce the amount of child bonding time employees have under the current Agreement.

Under PUSD’s current practice, employees who need to take time off to care for a family member (e.g., FMLA leave) are allowed to take the time off, but are not allowed to access their own accrued sick leave during that time off (except for their Personal Necessity Leave days). Even more puzzling, while these employees cannot access their own earned sick leave for such leave, they are permitted to access catastrophic leave. In other words, employees can’t use *their own* sick leave for family care purposes, but can use the donated sick leave of *others* for those same purposes. To highlight how backwards the status quo is, employees who can’t directly access their own sick leave for family care purposes can get around this by donating the time they need to the catastrophic leave bank and then request to use that same amount of catastrophic leave for family care. Management has been unable to explain why it insists on forcing employees to launder their sick leave through the catastrophic leave bank in order to access it for family care needs.

PSEA has made it clear to Management that we need to fix this issue and allow classified employees to use their earned sick leave for family care needs.

**WHAT’S NEXT?**

August 29 was our last scheduled negotiation date for Unit II. PSEA and Management have two more negotiation dates scheduled for Unit I in the next two weeks (a full day on September 5 and a half day on September 10), and we have also scheduled one more negotiation date for Unit II on September 18.

As many of you know, after this last negotiation session (and just in time to mark the Labor Day weekend), Management decided to send all classified employees a patronizing email scolding PSEA for informing our members about the status of negotiations. The tone-deafness of Management’s email is a stark reminder of their imperious attitude toward us “worker bees” that keep the District running, and of the obstacles we face at PUSD in fighting for dignity for classified employees.

PSEA doesn’t send out negotiation updates as a “tactic” – we do so because it is our responsibility to keep our members informed. And what Management fails to understand, despite us explaining it repeatedly, is that PSEA doesn’t need to “rile up” classified employees; classified employees are already fed up, and have been for a number of years. PSEA’s role is to give voice to what our members have felt for some time. For Management to imply that classified employees are so easily manipulated is, quite honestly, insulting. This is evidenced by the numerous emails we received from our members expressing such.

PSEA will continue to work toward an agreement with the District, and will make every reasonable effort to avoid an escalation of conflict in these negotiations, but as we learned last year, sometimes the only way to persuade the District to bargain in good faith with PSEA is to let the District see and feel our members’ frustration.

We will keep you posted as to any developments, and as to how you can most effectively support PSEA’s efforts at the negotiating table. We also ask that members report to PSEA any changes in working conditions or violations of the status quo. For those of you that are new to PSEA or don’t yet have a green PSEA t-shirt, please email your name, size and location to [KarenBurns@PowaySEA.org](mailto:KarenBurns@PowaySEA.org). For those that have requested a t-shirt and not yet received it, we appreciate your patience as we had to initiate another order with our vendor after receiving so many requests. Your t-shirt will be sent to you next week.

Our next regularly scheduled PSEA Membership meeting will take place on September 25, 2019 at 4:45pm. Our focus at that meeting will be on unionism and how we can grow stronger together.

As always, our ability to win improvements for classified employees depends on having an active and engaged membership. If you have not yet signed a PSEA membership card, please complete the attached Membership Application and send to the PSEA office.

In unity,

Your PSEA Negotiations Team

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