



OFFICE OF THE SUPERINTENDENT

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Edward M. Brand, Ed.D.
Superintendent

March 25, 2014

Re: Labor Impasse Update – March 25, 2014

Dear Colleagues and Community Members,

Last Friday, March 21, 2014, the Sweetwater Union High School District's ("District") negotiations team participated in an impasse negotiation session with the Sweetwater Education Association ("SEA" or "Association"). The parties met and negotiated for a full-day, from approximately 9:00 a.m. until 6:00 p.m. The parties exchanged proposals and ideas, and significant progress was made at the table. Although a complete contract settlement was not reached, the District expects and hopes that the parties will continue their progress toward reaching an agreement at the next negotiation scheduled with the SMCS mediator on April 8, 2014.

During last Friday's session, the District proposed a multi-year contract term, with salary increases for unit employees in each of those years, 2% 2013-2014 and 3% 2014-2015. The District also proposed to increase its maximum contribution to employees' health and welfare costs from \$8,996 to \$12,068 for the 2014 plan year. The \$12,068 amount represents sixty-eight percent (68%) of the current cost of the family rate for Kaiser 10/10, Safeguard, Vision and Life insurance. For subsequent plan years, the District proposed that the parties negotiate any increase to the District's contribution during reopener negotiations. The District also proposed to decrease the class-size to 30:1 in the second year of the contract (2014-2015).

It is the District's hope that impasse mediation will assist the parties in resolving these differences. SEA, however, has appeared at times to be more interested in moving to the fact-finding stage rather than resolving the parties' differences through direct negotiations. The District is committed to working in good faith with SEA and the SMCS mediator in an attempt to reach an agreement, and sincerely hopes that SEA remains committed to this same goal.

On a separate, but related issue, previously the District has expressed its serious concern that SEA's recent conduct of threatening and preparing for a strike while the parties are in impasse negotiations is unlawful. On March 14, 2014, the District filed an unfair practice charge ("UPC") and Petition for Injunctive Relief ("Petition"), requesting that the Public Employment Relations Board ("PERB") seek a court order to enjoin SEA from engaging in unlawful strike activity prior to the exhaustion of the impasse procedure. The District's Petition and supporting exhibits totaled one-hundred twenty-seven (127) pages, which included declarations and voluminous factual evidence concerning SEA's preparations and threats to strike. Moreover, the

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overwhelming evidence supporting the District's Petition came from public sources that clearly demonstrate that SEA is preparing to strike.

Following the District's filing, PERB requested that SEA provide its response to the Petition. In what can only be viewed as a departure or withdrawal from its original stance, SEA filed a mere one and one-half page response on March 18, 2014, asserting the following: (1) "The Association is not threatening a strike"; (2) "The Association has not taken any measures in preparations for a strike"; (3) "The Association has not contemplated a pre-impasse strike"; and (4) "no pre-impasse strike is threatened or imminent."

PERB also requested that SEA and the District participate in a PERB-assisted mediation. The District agreed to participate, but it is the District's understanding that SEA ignored PERB's request for mediation.

The District is committed to working with SEA to resolve not only the issues relating to the labor contract, but also to avoid any unnecessary and unlawful disruption to the students and community that will undoubtedly occur due to any teacher strike between now and the end of the school year.

Sincerely,



Edward M. Brand, Ed.D.
Superintendent

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