

IN THE MATTER OF THE FACTFINDING BETWEEN

**AROMAS-SAN JUAN UNIFIED
SCHOOL DISTRICT**

PUBLIC EMPLOYER

AND

**AROMAS-SAN JUAN TEACHERS
ASSOCIATION**

EMPLOYEE ORGANIZATION

**RECOMMENDATIONS OF FACTFINDING
PANEL**

PERB CASE NO. SF-1M-2788-E

**RONALD HOH, NEUTRAL FACTFINDING
PANEL CHAIRPERSON**

**KRISTINA MARKEY,
DISTRICT PANEL MEMBER**

**CHARLES KING, ASSOCIATION
PANEL MEMBER**

APPEARANCES

For the District:

Sheila Vickers, Attorney

For the Association:

Angela Su, Regional UniServ Staff
Dale Morejon, Regional UniServ

AUTHORITY

This proceeding arises pursuant to the provisions of the Educational Employment Relations Act, California Government Code 3540, et seq. (hereinafter EERA). Aromas-San Juan Unified School District (hereinafter District) and Aroma-San Juan Teachers Association (hereinafter Association) have been unable to agree upon the terms of their collective bargaining agreement for the 2007-08 fiscal year through their negotiations and mediation. Pursuant to Section 3548.1 of the EERA, they therefore jointly chose the undersigned factfinding panel to make "findings of fact and recommended terms of settlement" in accordance with Section 3548.3 of the EERA.

A hearing was held before the factfinding panel on July 25, 2008 in San Juan Bautista, California and was completed on the July 25 date. During the hearing, all parties were afforded the opportunity to submit documentary and oral testimony and argument in support of their respective positions.

Subsequent to completion of the hearing, the parties, with the assistance of the panel chairperson acting as a mediator, reached tentative agreement on a new three year collective bargaining agreement, after more than nine hours of such mediation into the late night of July 25. The parties further agreed at that time that such tentative agreement – the terms of which are attached hereto – should also constitute the recommendations of the factfinding panel under Section 3548.1 of the EERA

FINDINGS OF FACT AND RECOMMENDED TERMS OF SETTLEMENT

In accordance with the above, the factfinding panel hereby finds as matters of fact that the attached Appendix A tentative contract agreement provisions properly constitute the panel's recommended terms of settlement of this dispute pursuant to the requirements of Section 3548.1 of the EERA

July 31, 2008


RONALD HOH
Factfinding Panel Chairperson

Concur Dissent


KRISTINA MARKEY
District Panel Member

Concur Dissent

CHARLES KING
Association Panel member

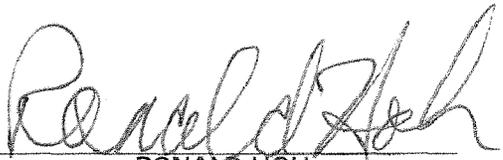
A hearing was held before the factfinding panel on July 25, 2008 in San Juan Bautista, California and was completed on the July 25 date. During the hearing, all parties were afforded the opportunity to submit documentary and oral testimony and argument in support of their respective positions.

Subsequent to completion of the hearing, the parties, with the assistance of the panel chairperson acting as a mediator, reached tentative agreement on a new three year collective bargaining agreement, after more than nine hours of such mediation into the late night of July 25. The parties further agreed at that time that such tentative agreement – the terms of which are attached hereto – should also constitute the recommendations of the factfinding panel under Section 3548.1 of the EERA

FINDINGS OF FACT AND RECOMMENDED TERMS OF SETTLEMENT

In accordance with the above, the factfinding panel hereby finds as matters of fact that the attached Appendix A tentative contract agreement provisions properly constitute the panel's recommended terms of settlement of this dispute pursuant to the requirements of Section 3548.1 of the EERA

July 31, 2008


RONALD HOH
Factfinding Panel Chairperson

Concur Dissent

KRISTINA MARKEY
Association Panel Member


CHARLES KING
Association Panel member

Concur Dissent
No Appendix A was attached. I have included a copy of what I concur with.
Chk 2
K

AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT
AROMAS-SAN JUAN TEACHERS ASSOCIATION
2007-08 NEGOTIATIONS

Tentative Agreement

July 25, 2008

1. Work Year/Salary - Currently the work year is 184 days, with 4 non-instructional days for teachers and 180 days of instruction. (This does not include optional staff development days, which are unaffected by this work year reduction.) The 4 non-instructional teacher work days shall be removed from the teacher work year, and starting with the 2008-09 school year, teacher salaries shall be lowered by 2.2% to reflect 4 less days of pay. Starting with the 2010-11 school year, if the District's funded base revenue limit is \$6,584 per ADA, one of these days shall be restored, along with the commensurate increase in salary, to reflect the 2007-08 salary schedule minus 1.65%, (see attached salary schedule example for 2010-11).

By signing this Tentative Agreement, the parties use their authority to execute a Side Letter agreement to suspend the two workdays scheduled for August 18 and 19, 2008 because these are two of the four days being eliminated. The teachers shall be sent a written notice that due to a pending agreement to remove these two paid work days, teachers are not expected to work on those days.

2. Work Day/Schedule – During the 2008-09 school year, teachers shall be released from duty early one Wednesday a month, to be identified by the District and indicated on a calendar made available to all employees at the start of the school year. On those designated Wednesdays, the teacher workday shall end at 1:45 p.m., which is 1 hour and 45 minutes early. In addition to the adjustment identified in paragraph 1 above, teacher salaries shall be lowered by 1.25% to reflect the reduced duty time. This provision shall expire June 30, 2009, which means that, effective July 1, 2009, this one Wednesday a month shall be restored to the normal workday length and the salary schedule shall be increased to reflect the 2007-08 salary schedule minus 2.2% (see attached salary schedule example for 2009-10).

3. Wednesday Collaboration – Article 10- "Hours and Adjunct Duties"

For the 2008-09 school year, Article 10.1.6 shall read as follows (existing language is in regular text, new language is in bold italics):

One (1) day per week shall be a shortened day for pupils. ***One day per month***, bargaining unit members shall utilize the remainder of the workday for faculty meetings, in-service meetings, curriculum meetings, grade level/span meetings, and/or planning and preparation in collaboration with peers for their assignment, as specified by their site

1
JAM
W/F

administrator. *One day a month, teachers shall be allowed to leave at 1:45 p.m. On the remaining shortened days, the 105 minutes of collaboration time shall be spent as follows: half of the time (52.5 minutes) shall be agendized by the site leadership teams (K-8) or staff (high school) and the site administrator. The other half of the time (52.5 minutes) shall be granted to the bargaining unit member for planning instruction that supports the objectives set forth in the Nine Essential Program Components and/or Single Plan for Student Achievement (K-8), or the WASC Report (high school).*

The italicized language above shall sunset on June 30, 2009 and this section shall revert back to the language prior to this change (the regular text above) unless otherwise negotiated by the parties.

4. Health Benefits Premium Coverage – Starting July 1, 2008, the District shall pay \$12,759 per year toward employee health benefits; employees shall pay the difference between the District’s contribution and the actual premium. Starting July 1, 2009, the District shall pay \$14,000 per year toward employee health benefits; employees shall pay the difference between the District’s contribution and the actual premium. Any increase in the District’s contribution for future years must be negotiated by the parties; the contract language shall be revised to reflect these cap amounts.

5. Cash In-lieu of Health Benefits – Starting July 1, 2008, the District shall pay \$6,000 annually as cash in-lieu of benefits for employees who opt out of the health benefits plan.

6. Mid-Year Early Retirement Incentive – The parties agree to negotiate an offer of an early retirement incentive for mid-year retirements, with the goal of saving approximately \$21,000 in the 2008-09 budget. This savings, in combination with the other savings identified in this Tentative Agreement, would meet the reduction goal set by the District’s Fiscal Advisor for reducing compensation costs. The Association understands that if the early retirement offer does not realize this savings goal, the parties must resume discussions at the bargaining table about how to meet the Fiscal Advisor’s reduction goal.

7. Personal Necessity “No-Tell” Days – The contract currently allows teachers to use 3 of their 7 personal necessity days as “no tell” days. This number shall be increased to a total of 7 “no-tell” days, effective July 1, 2008.

8. Extra Duty Pay

a. Effective July 1, 2008, physical education teachers who “doubles up” class due to a substitute shortage shall receive the contract hourly rate of \$30 per hour for actual class time. For example, a full day of “doubled up” classes might equal 4.5 hours of class time, for a rate of \$135.

b. Effective July 1, 2008, a non-classroom certificated staff member, such as a resource specialist, or teacher on special assignment, shall receive the contract

Handwritten signatures and initials at the bottom right of the page. There are several scribbles and initials, including what appears to be 'JAM' and '11/16'.

hourly rate of \$30 per hour for actual class time when serving as a substitute due to the substitute shortage. The certificated staff member would still be expected to perform the regular duties of their assignment, which is anticipated to cause extra hours to be worked beyond the normal workday, thus justifying the extra pay.

9. The following two provisions of Article 6 shall be modified as follows to clarify the definition of "transfer" and change the date for notification of assignments (existing contract language is in italics, new language in bold italics):

*6.1.1 A transfer is the movement of a bargaining unit member from one ~~work location school site~~ **work location school site** to another ~~work location school site~~ **work location school site**. The transfer may include a change in grades or subject area as long as the move involves changing ~~work school sites~~ **work school sites**.*

*6.5.3 **Notice of next year's assignments shall be posted by May 15th.** Such notice shall specify the grade level, subject area, and/or position ... (the remainder of this section remains unchanged.)*

12. Health and Welfare Benefits Committee – The parties agree to establish a joint management-labor committee that would study the health benefits program, primarily for the purpose of determining if there are better ways of providing health benefits in a cost-efficient manner. The committee would not have authority to make any decision, but could make recommendations to the bargaining teams for changes in the program.

13. Term of Agreement – The Contract shall be modified to reflect the following terms:

- a. The parties agree upon a successor contract that is effective July 1, 2008 through June 30, 2010. Negotiations for 2007-08 are completed by the ratification of this Tentative Agreement.
- b. For 2008-09 there shall be no reopeners, except the parties shall negotiate the early retirement package referenced in this agreement and the subsequent negotiations that may be required regarding meeting the target for reductions, as specified in paragraph 6 of this Agreement.
- c. For 2009-10, the parties may reopen benefits and one article of each party's choosing.
- d. The time for submission of reopeners shall be no later than the regularly scheduled Board meeting in May, unless an extension is agreed upon by the parties.

10AM
JM
WF

13. Ratification – This Agreement shall take effect upon ratification by the Association members and the Governing Board.

DISTRICT	Date	ASSOCIATION	Date
<u>W.C. Murray</u>	<u>7.25.08</u>	<u>Wayne Funk</u>	<u>7/25/08</u>
		<u>Royce Medeiros</u>	<u>7/25/08</u>
		<u>John Bell</u>	<u>7/25/08</u>

4
WF
10AM

**AROMAS/SAN JUAN UNIFIED SCHOOL DISTRICT
 Certificated Salary Schedule
 2009-10**

(2007-08 Salary Schedule minus 2.2%)

	I	II	III	IV	V	VI	VII
Step	BA No Cred.	BA + 15 No Cred.	BA + 30 No Cred.	BA + 30 Cred.	BA + 45 Cred.	BA + 60 Cred.	BA + 75 Cred.
1	40,502	40,502	40,502	40,502	40,502	40,502	40,502
2	40,502	40,502	40,502	41,199	41,199	41,199	41,199
3	40,502	40,502	40,502	41,897	41,897	43,025	44,052
4				43,487	44,303	45,413	46,441
5				45,759	46,783	47,786	48,830
6				48,150	49,173	50,196	51,224
7				50,539	51,564	52,587	53,607
8				52,928	53,953	54,980	55,999
9				55,321	56,340	57,368	58,391
10					58,734	59,756	60,781
11						62,156	63,168
12							66,420
13							68,297

Masters \$1,000
 Specialist \$600

Unit members who have completed two (2) years of service to the District while on the last step of the salary schedule (Class VII, Step 13) will receive a salary increase of two percent (2%) of his/her current step on the schedule. He/she will receive an additional two percent (2%) increase every two (2) years thereafter.

Hourly Rate: \$30/hr

Approved by the Board of Trustees:

SUBSTITUTE PAY RATE

\$120/Day
 FULL OR HALF DAYS ONLY

Long-Term Sub Rate: above 40 consecutive days in one position the daily rate is \$178.

Effective: July 1, 2009

Handwritten signatures and initials:
 JAM
 WF

