



REQUEST FOR IMPASSE DETERMINATION/ APPOINTMENT OF MEDIATOR

DO NOT WRITE IN THIS SPACE: Case No.:

Date Filed: April 5, 2021

INSTRUCTIONS: A request for impasse determination must be filed via the e-PERB Portal. A request which is not jointly filed must be served on the other party as required by Regulation 32792(b). Proof of service must accompany the request. Attach additional sheets if more space is required.

1. The employer of the employees in the established unit is an employer within the meaning of the:

- Educational Employment Relations Act (EERA) (Gov. Code, §§ 3540-3549.3).
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, §§ 3560-3599).
- Ralph C. Dills Act (Dills Act) (Gov. Code, §§ 3512-3524).

1. **EMPLOYER**

Name: Sacramento City Unified School District
 Address: 5735 47th Avenue
 Sacramento, CA 95824
Agent to be contacted:
 Name: Dulcinea Grantham
 Title: Attorney
 Agency/Firm: Lozano Smith
 Address: 2001 N. Main St., Suite 500
 Walnut Creek, CA 94596
 Phone: 925-953-1620
 E-mail Address: dgrantham@lozanosmith.com

2. **EXCLUSIVE REPRESENTATIVE**

Name: SEIU Local 1021
 Address: 5450 Power Inn Road, Suite F
 Sacramento, CA 95820
Agent to be contacted:
 Name: Karla Faucett/Glen Sharp
 Title: Chapter President/SEIU Representative
 Union/Firm: SEIU Local 1021
 Address: 5450 Power Inn Road, Suite F
 Sacramento, CA 95820
 Phone: (916) 288-4049
 E-mail Address: Karla.Faucett@SEIU1021.org;
 Glen.Sharp@seiu1021.org

4. **DESCRIPTION OF ESTABLISHED UNIT**

Shall Include:
 See Article 1 of CBA, attached

Shall Exclude:
 See Article 1 of CBA, attached

5. APPROXIMATE NUMBER OF EMPLOYEES IN THE UNIT:
1,700

6. DATE EXCLUSIVE REPRESENTATIVE WAS
RECOGNIZED OR CERTIFIED:

7. **TYPE OF DISPUTE**

- Initial Contract Successor Contract Reopener(s) in Existing Contract Effects of Layoff
- Other (describe)

8. **PUBLIC NOTICE REQUIREMENTS**

Date exclusive representative's initial proposals presented to the public:
 Date employer's initial proposals presented to the public: February 25, 2021

9. **HISTORY OF NEGOTIATIONS/MEET AND CONFER**

Los Angeles Regional Office
 425 W. Broadway, Suite 400
 Glendale, CA 91204
 (818) 551-2822

Sacramento Regional Office
 1031 18th Street
 Sacramento, CA 95811-4174
 (916) 322-3198

San Francisco Regional Office
 1330 Broadway, Suite 1532
 Oakland, CA 94612-2514
 (510) 622-1016

Date of first negotiations session: **February 25, 2021**

Approximate total number of hours spent in negotiations to date: **At least 30 hours**

Total number of negotiating sessions to date: **Approximately 8 sessions**

10. STATUS OF NEGOTIATIONS/MEET AND CONFER

Date impasse was declared by a party/parties pursuant to PERB Regulation 32792(a):

April 3, 2021

Number of issues on which the parties have reached tentative agreement:

0, but a conceptual agreement has been reached.

Total number of unresolved issues which remain in dispute:

7 (Leaves, child care, distancing, reimbursement..

Issues which remain in dispute:

stipends, plexiglass, fit-tested masks.)

Issues on which tentative agreement has been reached:

Conceptual agreement has been reached on General Provisions, Safety Protections, Health Committee, Testing, Health Screenings, Protocol for Monitoring Symptoms and Positive Cases, Disinfecting Plans, Covid Prevention Program, Onsite Training and Preparation, AB 86.

11. STATEMENT OF FACTS

Provide a clear and concise description of the negotiations which have occurred, including the extent to which the parties have made counter-proposals and have discussed the issues which remain in dispute. Identify the facts which indicate that future meetings without the assistance of a mediator would be futile.

See Attached Addendum.

DECLARATION

I declare under penalty of perjury that the statements herein are true to the **best** of my **knowledge** and belief.

NAME OF REQUESTING PARTY: **Sacramento City USD**

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

Title: **Superintendent**

Date: **April 5, 2021**

NAME OF REQUESTING PARTY:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

Title:

Date:

(Attach a completed Proof of Service form.)

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Contra Costa,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is 2001 N. Main St., Suite 500
Walnut Creek, CA 94596

On April 5, 2021, I served the Request for Impasse Determination
(Date) (Description of document(s))

_____ in Case No. _____
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

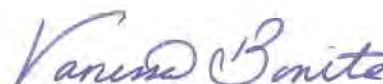
- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. *(May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Karla Faucett	Glen Sharp
Chapter President	SEIU Representative
SEIU Local 1021	SEIU Local 1021
5450 Power Inn Road, Suite F	5450 Power Inn Road, Suite F
Sacramento, CA 95820	Sacramento, CA 95820
E-Mail: Karla.Faucett@SEIU1021.org	E-Mail: Glen.Sharp@seiulocal1021.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on April 5, 2021,
(Date)
at Walnut Creek California.
(City) (State)

Vanessa Bonite



(Type or print name)

(Signature)

ADDENDUM TO SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S REQUEST FOR
IMPASSE DETERMINATION ON NEGOTIATIONS WITH THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021, REGARDING REOPENING DISTRICT
SCHOOLS FOR IN-PERSON INSTRUCTION

This serves as the Sacramento City Unified School District's ("District") Addendum to PERB Form 1510, Request for Impasse Determination/Appointment of Mediator ("Request"). The District submits this Addendum in support of its Request to provide the Public Employment Relations Board ("PERB") with additional and necessary information to allow PERB to make a determination as to whether the District and the Service Employees International Union (SEIU), Local 1021, are at an impasse in negotiations regarding reopening District schools for in-person instruction for the remainder of the 2020-2021 school year.

Between February 25 and April 3, 2021, the District and SEIU have met on eight (8) days and have exchanged a total of twelve (12) proposals combined related to the effects on SEIU unit members of reopening the District's schools for in-person instruction and returning SEIU unit members to in-person work yet certain issues have persisted through negotiations and further negotiations are likely futile. The following provides a timeline of the District's efforts to meet and the parties' negotiations regarding reopening District schools for in-person instruction:

- On February 16, 2021, the District sent SEIU a letter that requested, in part, to meet to negotiate around the effects of reopening District schools for in-person instruction.
- On February 25, 2021, the District passed its first comprehensive proposal to SEIU regarding health and safety protocol to be in place when students return to in-person instruction at District schools.
- On March 10, 2021, SEIU subsequently provided a counter-proposal to the District's proposal on health and safety.
- Between March 10 and March 30, 2021, the District and SEIU continued to exchange proposals and reached conceptual agreement on areas including General Provisions, General Safety Protections, Health and Safety Committee, County Risk Level, Testing, Health Screenings, Protocol for Monitoring Covid 19 Symptoms and Positive Cases, Cleaning and Disinfecting Plans, Covid 19 Prevention Program, Onsite Training and Unit Member Preparation, District Compliance with AB 86, Non-precedent setting and Expiration Date.
- On March 30, 2021 SEIU provided counter-proposals to the District that included the following new terms that had never been presented to the District:
 - An additional \$1,500 stipend
 - Additional leave for SEIU unit members

- Create a childcare leave bank of 400 hours to be used prior to the end of the 2020-2021 school year and hire substitutes to perform the work of SEIU unit members who utilize the leave bank hours.
- Additional stipend of \$400 to employees for costs incurred by employees who have been working remotely.
- On March 31, 2021, the District provided a counter that same day, which included movement by the District to increase the stipend amount, but maintained the District's prior language on physical distancing and child care.
- On April 3, 2021, when the parties met for further negotiations, SEIU did not have a response to the District's proposal of March 31, 2021. In an effort to move negotiations forward, the District presented a proposal to SEIU dated April 3 making significant movement in the area of stipends for SEIU unit members by offering an additional \$1000 stipend for those returning to work, expanding the District's prior proposal related to child care, and offering up to \$100 for costs incurred by employees during remote work. The District stated that this proposal represented the movement that the District was able to make on the remaining unresolved areas in negotiations.
- SEIU provided a counter proposal to the District that made some movement on the stipend and removed the proposal around a bank of hours for child care, but maintained SEIU's proposal that the District provide child care for SEIU unit members by establishing children's centers for SEIU unit members or provide a distinct \$1500 stipend for child care expenses, COVID-related leaves, and the proposal on physical distancing of at least 6 feet in school spaces.
- At the conclusion of the meeting on April 3, 2021, the District's lead negotiator indicated the parties were at an impasse and asked if SEIU wished to join in the District's request to PERB. SEIU declined.
- On April 4, 2021, SEIU sent an email to the District's lead negotiator indicating the District's impasse declaration was improper because the District "never once inquired if SEIU had any further movement towards the SCUSD position." In response, on April 4, 2021, the District's lead negotiator sent a response to SEIU indicating that if it had further movement to make it could present an amended or supplemental proposal to the District by 12:00 p.m. (noon) on April 5, 2021 for the District's consideration. As of the date/time of this filing, SEIU has not presented any supplemental or amended proposal to the District.

While both the District and SEIU have made movement in their proposals, several areas of disagreement remain and further negotiations are futile.

The parties have not reached agreement regarding the following:

- **Leaves:** The District has proposed to follow the requirements of Senate Bill (SB) 95 (Supplemental Paid Sick Leave) and SEIU is requesting three (3) additional days of sick leave for purposes of COVID-related illness in addition to requirements of SB 95.
- **Child care:** The District has proposed that certain specified classifications be permitted to bring their student to work in their classroom when working in-person. The District further proposed that employees could enroll their child at the school site where they work. SEIU has proposed that the District establish four (4) child care centers at specified locations to provide care for the children of SEIU unit members while they are working in-person.
- **Physical Distancing:** The District has proposed three (3) feet of distancing between students consistent with the CDPH guidance. SEIU has proposed six (6) feet of distancing between students.
- **Reimbursement:** The District is proposing reimbursement of up to \$100 for costs incurred by employees due to remote work. SEIU is proposing this as a stipend (not a reimbursement) in the amount of \$400.
- **Stipends:** The parties are in disagreement regarding the following stipends:
 - The District has proposed a stipend of \$1,000 for employees who have been working since July 2020 on a pro rata basis. SEIU agrees with the amount, but does not agree that this stipend should be prorated and does not agree with the District’s language on “working on site daily” or “working since July 2020.”
 - The District has proposed a stipend of \$1000 for all employees who return to work in-person. SEIU’s proposal is for a stipend of \$1,250.
 - SEIU has proposed a stipend in the amount of \$1,500 for unit members who have child care related costs or for employees who have children between ages 3 and 14. The District has not agreed to this proposal.
- **Plexiglass:** The District has proposed that plexiglass be provided upon Risk Management’s determination that such barrier is appropriate for an employee’s work. SEIU has proposed these be provided upon request.
- **N95 Fit Tested Masks:** District has proposed that these be based on Risk Management’s determination that such mask is appropriate for an employee’s work. SEIU has proposed these be provided upon request.

The District has demonstrated sufficient evidence under the Educational Employment Relations Act for PERB to make a determination that the District and SEIU are at an impasse in negotiations regarding reopening District schools for in-person and/or concurrent instruction.

The Educational Employment Relations Act (“EERA”) and PERB have recognized the importance of labor negotiations in improving relationships between employers and employees.