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To: Jorge Aguilar <JAguilar@scusd.edu>

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Subject: SEIU modified proposal

Mr. Aguilar,

SEIU continues to disagree with your assertion that the parties are at impasse. On April 3, 2021, the parties were engaged in the exchange of proposals, with each side making some movement, and no one claiming that it was presenting a last, best, and final offer. It was a surprise that district representatives would choose to dispose of the progress that had been made in these negotiations and instead commit the district to spending an enormous sum in legal expenses rather than continue discussions with SEIU.

District representatives received a proposal from SEIU and then returned within approximately 10 minutes to say that the parties were too far apart and that the district was declaring impasse. Besides obviously not having enough time to digest our proposal, there are several problems with the district's approach that will be argued in another arena, so they won't be detailed in this email.

Leaving our disagreement aside for the moment, SEIU has a sincere interest in negotiating to a mutually satisfactory agreement that will provide for a safe and reasonable environment for classified workers and students. With that in mind we are presenting a modified proposal that you can evaluate if you choose, while we continue to prepare to take the actions necessary to protect the safety and interests of the workers we represent.

There are very few issues about which the parties are in dispute. The minor differences in the financial elements of the negotiations likely cost no more than what the district will pay its outside counsel to prove the claim of impasse. The real differences are matters that involve providing assistance for workers to be encouraged to get vaccinated and to be able to provide safe care for their children during the workday.

We have modified our proposal on sick leave for workers who might have a reaction to the vaccine to be "up to 16 hours" from the previous proposal of 3 days. It is very important to note that it would only apply to a small group of workers: those who had both no sick leave in their bank and who had exhausted leave available under SB 95. The group that this might help are workers who are scheduled for a few hours a day, who are mostly women of color. SEIU has received numerous statements of concern regarding the reluctance to be vaccinated and the two reasons most often mentioned are the terrible experience with vaccinations suffered by people of color, and the fear of not having sick time to cover a potential absence. It is unconscionable that the district will not provide this small measure of assurance to these hard-working people.

Another part of our proposal that we have modified involves providing assistance to classified workers with young children who are having difficulty finding affordable childcare at this time. SEIU has worked hard to present a variety of options for the district to consider, including many with a very small cost. This is an important issue because there are fewer places to care for children and the ones that are available have increased their costs. This potentially puts working parents in the position of choosing between continuing to work or placing their children in an unsafe situation. And the proposal is for a limited period until the end of the current school year.

SEIU believes it is in the interests of staff, students, their families, and the community to reach a mutually satisfactory agreement and avoid the turmoil that will result if that's not possible. You will find our modified proposal attached.

Glen Sharp, Field Representative
SEIU Local 1021