



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

Christina Pritchett
President
Trustee Area 3

Lisa Murawski
Vice President
Trustee Area 1

Darrel Woo
2nd Vice President
Trustee Area 6

Leticia Garcia
Trustee Area 2

Jamee Villa
Trustee Area 4

Chinua Rhodes
Trustee Area 5

Lavinia Grace Phillips
Trustee Area 7

Isa Sheikh
Student Board Member

April 6, 2021

Via E-Mail: Karla.Faucett@SEIU1021.org

Karla Faucett, Chapter President
SEIU, Local 1021
5450 Power Inn Road, Suite F
Sacramento, CA 95820

Re: Cease and Desist

Dear Ms. Faucett:

The District is in receipt of the attached message titled *SCUSD Return to School Member Instructions* dated April 3, 2021, as well as an email message from Mr. Sharp to the District today asserting that individuals who do not report to work as directed should not be deemed absent. A number of individual employees have used language from the SEIU message to indicate to their supervisors that they would not be returning to in-person services until an agreement is reached between the District and SEIU.

The District demands that SEIU immediately retract the above referenced communication it provided to its members on April 3, 2021. The basis for the District's demand is set forth below.

Specifically, the message provided by SEIU directs District employees “[d]o not return to work on April 5th if you are a non-essential worker who has not physically returned to a school.” However, SEIU does not provide any information about which employees are essential/non-essential. School District employees have previously been considered essential workers via directives by the State of California during shelter in place orders, which themselves have long since lapsed. As we prepare to open our schools to our students for in-person learning for the first time in over a year, all of our employees are essential to this work and therefore they must return to in-person work by the date applicable to their position.

I am requesting that you retract your message in order for SEIU members to understand that they are required to report to work – both those who have already been reporting in-person and those who have been allowed to work remotely. Some transportation employees have used the SEIU template message to indicate they will not be reporting to work. These employees, as well as other SEIU represented workers, are essential for our students – especially those students with disabilities who rely upon those services to travel to and from school. Additionally, our recently signed MOU on athletics covers the health and safety measures instituted to operate “safely on the job.”

The SEIU template further provides that “[t]he District has failed to reach an agreement with classified workers that will provide adequate safety measures and childcare

provisions that directly affect my ability to execute my job responsibilities. Please ask Superintendent Aguilar to provide Classified workers with a proper return-to-work agreement so that we can operate safely on the job and provide for our families.” In fact, the District is following all applicable CDPH and SCDPH guidance regarding safe operations and has implemented a number of “above and beyond” measures that exceed the requirements or recommendations of our state and local health officials. In addition, the parties are largely in agreement on the vast majority of health and safety protocols.

Nevertheless, as you may know, a well-recognized tenant of employee-employer labor relations is the concept of “obey now, grieve later.” “Most arbitrators take the position that employees must not take matters into their own hands, but must obey orders and carry out their assignments, even when they believe those assignments are in violation of the agreement, and then turn to the grievance procedure for relief.” (Elkouri & Elkouri, *How Arbitration Works*, Ch. 5.14.B (8th Ed. 2016).) SEIU leaders directing District employees not to report to in-person work violates this common principle of labor relations. To the extent that employees refuse to follow lawful directives, the District will review those situations and determine appropriate action. At minimum, the District will consider any employees who refuse to report to work consistent with prior directives as absent without leave.

Again, we hope that SEIU leadership will retract its previous message to member employees and instead remind them that they are expected to return to work as directed. As we look forward to reopening our schools to in-person instruction for our students on April 8, 2021, and in the weeks that follow, our SEIU employees are all essential to our success.

Sincerely,



Jorge A. Aguilar
Superintendent

cc: Glen Sharp



SCUSD RETURN TO SCHOOL MEMBER INSTRUCTIONS

UPDATE as of Saturday, April 3, 2021

The District has failed to reach an agreement with our Union on essential provisions for returning to work. Their negotiation tactics are centered on positioning classified workers against the teachers. We know better than to fall for that. This past week we have requested our attorneys to file legal charges against them and their bad bargaining tactics. **Our next step is to continue pressuring management for a fair return-to-work contract.**

What You Can Do Immediately:

Do not return to work on April 5th if you are a non-essential worker who has not physically returned to a school. Instead, email your manager. You can write your own message or copy the following:

Dear "Supervisor's Name",

Sample Email

Our site is scheduled to re-open to in person learning on Thursday, April 8th.

The District has failed to reach an agreement with classified workers that will provide adequate safety measures and childcare provisions that directly affect my ability to execute my job responsibilities. Please ask Superintendent Aguilar to provide Classified workers with a proper return-to-work agreement so that we can operate safely on the job and provide for our families.

Thank you,

Outstanding Bargaining Issues

Vaccination sick leave

3 days time off if needed to recover from vaccine.

Classified workers with children without caretakers

We want ALL classified workers to have the same childcare opportunities as teachers.

3 feet distancing in classrooms

We proposed 6 foot distancing in all circumstances unless it was unavoidable. The teachers have a 6 foot agreement in place.

Complicated process to be provided N95 and plexiglass barriers

The District is complicating the process of providing classified workers with fitted N95 masks and plexiglass barriers where possible.

Financial Compensation for Essential and Return to Work

District rejects most of our proposals to compensate classified workers for working during pandemic and refused to compensate remote workers for job related expenses; which is illegal.