

FACT FINDING DISCUSSION AND RECOMMENDATIONS

In the Matter of the Impasse Between

LONG BEACH UNIFIED SCHOOL DISTRICT
Employer

-and-

CALIFORNIA SERVICE EMPLOYEES
ASSOCIATION, LONG BEACH CHAPTER 2
Exclusive Representative

PERB CASE NO: LA-IM-4085-E

Report Issued
March 29, 2022

Hearing Held on February 22, 2022
Long Beach Unified School District
1515 Hughes Way
Long Beach, CA 90810

Members of the Fact Finding Panel

Impartial Chairperson:

Donald Raczka, Fact Finder

Employer Panel Member:

John Gray, School Services of California

Union Panel Member:

Heng Lim, California School Employees Association

Making Presentations to the Fact Finding Panel:

For the Association:

Julia Plescencia, California School Employees Association
Sergio Bonilla, California School Employees Association, Chapter 2

For the Employer:

Matt Phillips, School Services of California, Inc.
Steve Rockenbach, Long Beach Unified School District

DISTRICT AND ASSOCIATION DESCRIPTIONS

Long Beach Unified School District (LBUSD) has an enrollment of nearly 70,000 students, from preschool to high school, in eighty-five (85) public schools located in the cities of Long Beach, Lakewood, Signal Hill, and Avalon on Catalina Island. As a large urban school district, LBUSD is the largest employer in the city with a team of more than 12,000 full-time and part-time employees. The fourth largest school district in California, LBUSD serves one of the most diverse large cities in the United States, and dozens of languages are spoken by local students.

The District encompasses a broad spectrum of neighborhoods consisting of single-family homes and high-density housing. The District is broken into five school board districts and operates eighty-five school sites located in the cities of Long Beach, Lakewood, Signal Hill, and Avalon on Catalina Island. It has student body that is both ethnically and socio-economically diverse with over sixty-three (63) percent of our student population eligible for free or reduced lunch and over eight-seven (87) percent of the population are minority students.

Key Demographics

- 58.2% Hispanic
- 12.6% African American
- 7.4% Asian
- 3.2% Filipino
- 1.2% Pacific Islander
- 4.3% Two or More Races
- 14% English Language Learners

The California School Employees Association, Long Beach Chapter 2, represents approximately 2,100 unit members. It has two internal units, Unit A (Clerical and Support Services) and Unit B (Construction/Repair and Transportation).

HISTORY OF NEGOTIATIONS

2019-2020 and 2020-21 Negotiations

The Parties began 2019-2020 school year negotiations on March 13, 2020 and continued over an extended period through June 29, 2021. During this time, the parties met 16 times for approximately 71 hours in an effort to reach agreement on pending issues. The District and CSEA were able to reach agreement on all pending issues, except for compensation.

The District's initial compensation offer was presented to CSEA during negotiations on April 13, 2021. At that time, the District decided to present a 2-year compensation proposal covering the 2019-2020 and 2020-2021 school years.

CSEA submitted its initial compensation counter proposal during negotiations on May 6, 2021.

The Parties were unable to reach agreement and on about June 29, 2021, the District and CSEA agreed to proceed to impasse and the Public Employment Relations Board Certified the impasse. The teams met in mediation on October 13, 2021, under the purview of a mediator from the State Mediation and Conciliation Service. Following the one day mediation, the mediator released the case to Fact Finding in accordance with Gov. Code Section 4548.1.

FACTFINDING CRITERIA

Pursuant to California Government Code Section 3548.2, the panel has considered and been guided by the following statutory criteria:

1. State and federal laws that are applicable to the Employer.
2. Stipulations of the parties.
3. The interests and welfare of the public and the financial ability of the public schools.
4. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
5. The Consumer Price Index for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
7. Such other facts not confined to those specified in paragraphs 1 through 6, inclusive, which are normally and traditionally taken into consideration in making such findings and recommendations.

ISSUES BEFORE THE PANEL

There is a single Article before the Panel, Article V, Compensation. Positions of each of the parties beginning the hearing were:

District Position	Association Position
<u>2019/20</u> 1% on-going increase effective July 1, 2019	<u>2019/20</u> 3% on-going increase effective July 1, 2019
<u>2020/21</u> 2% on-going increase effective July 1, 2020	<u>2020/21</u> 4% on-going increase effective July 1, 2020
2% one-time increase	

STIPULATIONS

Prior to the Hearing date, the parties agreed to the following stipulations.

1. The District is a public school employer within the meaning of Section 3540.1(k) of the Educational Employment Relations Act.
2. The Association is a recognized employee organization within the meaning of Section 3540.1(l) of the Educational Employment Relations Act and has been duly recognized as the representative of the classified non-management bargaining unit of the District.
3. The parties to this factfinding have complied with the public notice provisions of Government Code section 3547 (EERA, “Sunshining” requirement).
4. The parties have complied with the Educational Employment Relations Act with regard to the selection of the Factfinding Panel and have met or waived the statutory time limitations applicable to this proceeding.
5. The contract issue which is appropriately before the Factfinding Panel is as follows:
 - a. Article V Compensation
6. On June 29, 2021, the Association and the District filed a joint Request for Impasse Determination/Assignment. PERB determined an impasse existed, and on or about July 2, 2021 assigned a mediator from the State Mediation and Conciliation Service. The Mediator met with parties on October 13, 2021.
7. On October 13, 2021, the mediator certified the matter to factfinding.
8. On October 19, 2021, the Association and the District filed a joint Request for Factfinding.

On November 19, 2021, the Association and the District notified PERB that they had jointly selected a factfinding chairperson, Don Raczka

COMPRABLE DISTRICTS

Within its presentation materials, the District submitted 20 different school districts, 18 of which were unified school districts, to use as their comparable districts. Their comparison data presented LBUSD ranking with tables comparing: Total Fund Revenues; Total Personnel Expense; Health and Welfare Expense; Total Compensation for several positions; and On-going wage increases for the years before the Panel.

The Association submitted 6 districts comparing District Wage and Salary Response to COVID Pandemic in 2020/21. There were no overlaps within the lists of comparable districts presented by the parties.

FINDINGS AND RECOMMENDATIONS OF THE CHAIR

In its presentation, the Association focused much on the District's finances, stressing the District had ample resources in its current budget to afford the Association salary proposal. However, the District never has claimed an inability to pay, but did point out that the Association data used the income received by the District this current year (2021-2022) to fund the proposal for 2019-2020 and 2020-2021.

The District, on the other hand, presented many tables with LBUSD ranked within its comparable districts. After reviewing all the data presented, the Chair found that the District on-going salary proposals were consistent with maintaining an above average comparative rank within the comparable districts.

In its presentation, the Association pointed out that each of the districts it used as comparable districts offered significant employee compensation for responses to the COVID pandemic in 2020-21. The Chair recognizes the extreme predicaments faced by Districts and their employees during the 2020-21 school year. When speaking with the bargaining team of the Association in their caucus, the Chair believes the members felt they receive extra compensation as a form of acknowledgement of their effort and in-person contributions during this extraordinary time. However, the Chair does not accept that perspective as a valid criterion, however much he may empathize with the perspective of unit members who returned to work in person during this time.

In its presentation, the District gave data comparing the COLA received from the state for each of the years in dispute as well as the Consumer Price Index for the same period of time. However sensitive we may be to the CPI during this current year, 2021-2022, the District's proposal is consistent with on-going COLA increases for the years in dispute.

In its presentation, the District vigorously emphasized its commitment to parity in salary increases between all district employee groups. This parity notion is foundational for the District and it presented a long history supporting that viewpoint. While the Chair recognizes that perspective, he does not accept it as a valid criterion for his consideration of this report.

However, after reviewing all the data presented by each side of the dispute, including the comparable districts and the COLAs received by the District, the recommendations below are consistent with the District positions:

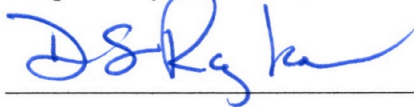
- **Recommendation 1:** A 1% on-going increase, effective July 1, 2019
- **Recommendation 2:** A 2% on-going increase, effective July 1 2020
- **Recommendation 3:** Instead of a 2% one-time payment, as the District proposed, the Chair recommends a \$1,100 one-time payment for each unit member, paid proportional to employment status in 2019-2020. This represents approximately the same cost as a 2% one-time payment and may be viewed as a different way to acknowledge their contribution during that year.

Although Health and Welfare Benefits were not listed as an issue before this Panel, both parties referred to them within their presentations. The District used total compensation within some of their comparison charts and the Association presented several examples of employees affected by the provisions of this section of the Collective Bargaining Agreement. The Chair believes one example, those unit members who live and work in Avalon, should be addressed by the parties. The Chair informally spoke with representatives from the District caucus regarding this particular example, during the Hearing and believed there was a willingness on the part of management to explore options for this small group of unit members.

The particular section of the Collective Bargaining Agreement, found on page V-6 of the Agreements, states: "Effective beginning the 2021- 2022 insurance year and each insurance year thereafter, the District's health benefit contribution shall be pro-rated for less than full-time unit members, except that the District shall contribute up to 50% of the pro-rated premium for the lowest cost District HMO medical plan available if such plan is selected by the employee." As the Chair understands the situation, there is no HMO plan available on Catalina Island and unit members who work and live there are forced to use the more expensive PPO option. It is important to note that both parties agreed to this language three years ago and it took effect during this school year, 2021-2020.

- **Recommendation 4:** Although the issue is not directly before the Panel, the Chair recommends the Parties discuss this particular situation and see if there is a solution that addresses this unintended consequence of this language for this small cadre of employees.

Respectfully submitted,



Donald S. Raczka, Chair

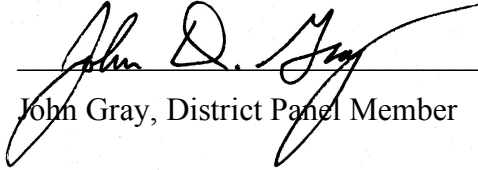
For the District:

Concur

Concur in part

Dissent

Dissent in part



John Gray, District Panel Member

For the Association:

Concur

Concur in part

Dissent

Dissent in part



Heng Lim, Association Panel Member

CONCURRENCE AND DISSENT OF PANEL MEMBER HENG LIM

I respectfully concur in part and dissent in part with the recommendations of Chairperson Donald S. Raczka. First, I concur that a 1% on- gong increase should be made effective July 1, 2019, that a 2 % on-going increase be made effective July 1, 2020, and that the parties discuss the situation regarding Health and Welfare contributions regarding employees those who both work and live on Catalina Island. Second, I dissent to the recommendation of a \$1,100 one-time payment for each unit member, paid proportional to employment status in 2019-2020. Instead, I recommend that a \$2,500 one-time payment be issued for each unit member in a paid status in 2019-2020. The considerations for my recommendations are below.

While I concur with Chairperson Raczka that the proposed on-going salary increases by Long Beach Unified School District (District) is consistent with the Cost-of-Living Adjustment (COLA) increased received by the state. However, I do not agree that we should not give more weight to the Consumer Price Index due to its sensitivity during the current year of 2021-2022 as inferred by Chairperson Raczka in his report. The Consumer Price Index is not only one of the seven FactFinding Criteria to be considered but it informs us of how to view other FactFinding Criteria such as the interests and welfare of the public.

The California School Employees Association and its Chapter 2 (CSEA) presented an increase of 6.6% to the Consumer Price Index for the years under consideration. Further, CSEA presented facts as how this increase in cost of living has directly impacted its members who can no longer afford to live in Long Beach or pay for much needed health insurance for themselves and their families. As CSEA presented 1,124 members live in Long Beach therefore have a direct interest and impact to their welfare by the low proposal of 3% over two years. Furthermore, CSEA presented facts indicating how other Districts responded to this increase in cost of living by giving as much as 5% on schedule and a \$2,500 stipend for those in similarly situated positions as the classified at District.

Finally, I strongly concur with Chairperson Raczka that the District's commitment to parity in salary should not be considered. Parity as defined by Websters Dictionary is the state or condition of being equal, especially regarding status or pay. What the District is proposing is far from parity. It is but simple math to know that a 1% increase to a teacher's salary of \$100,000 is not the same to the salary of a custodian who only makes \$47,887. Moreover, if the District was truly concerned with parity then they would seek to provide a livable wage to someone like Viola Mae an Instructional Assistant with the District who struggles to even afford a studio apartment in Long Beach.