

# UTLA BARGAINING

## FLASH

### UTLA Back at the Table



On January 12, your UTLA Bargaining Team began reopener bargaining with the district for the 2016-2017 school year. UTLA made the following reopener proposals:

#### ARTICLE XIV: SALARIES

Effective July 1, 2016, all certificated bargaining unit member salaries, including adult education educators and substitute educators, shall be increased by 7%.

#### ARTICLE XVIII: CLASS SIZE

UTLA proposes the elimination of Article XVIII, Section 1.5 from the UTLA-LAUSD Agreement, effective July 1, 2017. (see gray box on backside for details)

#### ARTICLE XXV: ACADEMIC FREEDOM AND RESPONSIBILITY

4.0 Assessment and Standardized Testing: Excluding those required by state or federal law, each classroom teacher shall be provided the academic freedom and unilateral professional discretion to determine what assessments are used in their classroom, how assessments are used in their classroom, and when assessments are used in their classroom.

4.1 For state or federally mandated assessments requiring one-on-one teacher-student implementation, teachers shall be provided substitute coverage for her/his class while conducting the one-on-one assessment.

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#### What is Reopener Bargaining? What is Successor Bargaining?

“Reopener” bargaining occurs within the life of a collective bargaining agreement (CBA), when the parties open an agreed upon number of articles for bargaining. This typically happens on an annual basis, with the number of reopeners for each party expressly stated in the CBA. Reopener bargaining is usually narrow in scope.

“Successor” bargaining occurs when an entire collective bargaining agreement (CBA) expires and each party can open any or all articles for bargaining. This is often referred to as *new contract bargaining* or *full contract bargaining* and it usually starts just prior to or just after expiration of the existing CBA. The current UTLA-LAUSD Collective Bargaining Agreement (CBA) for 2014-2017 expires on June 30, 2017.

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#### UTLA Successor Bargaining Survey

We're asking Chapter Chairs to conduct chapter meetings, small group meetings, and one-on-one meetings to talk with members about their priorities for successor bargaining in advance of each member participating in an online UTLA Successor Bargaining Survey. The survey will be open early February and it's important that every member participate. Again, any article in the collective bargaining agreement can be opened as part of the successor bargaining. The data collected will inform and guide the development of UTLA proposals and priorities for successor bargaining.



## What Is Article XVIII, Section 1.5?

**Section 1.5** is a provision in the CBA that allows the district to violate all class size restrictions based on “circumstances such as state funding limitations, teacher shortages, changes in the student integration or other programs, or statutory changes”. Whether such circumstances exist has typically been a unilateral determination made by the district, with little or no notice given to UTLA. Using this language, the district has long ignored class size restrictions in the CBA.

During successor bargaining in 2014-2015, we won improvements to Section 1.5, new class size caps, improved class size averages, and a counselor-student ratio. During reopener bargaining in 2015-2016, we won PE class size

caps and targeted class size reduction in high need schools. The changes to Section 1.5 bargained in 2014-2015 require the district to provide a written notice of intent prior to violating the class size averages and caps in the CBA, a written rationale for doing so, and a written summary of applicable facts. The district is further obligated to meet and discuss any class size violations with UTLA prior to implementation. Separate one year agreements allowing higher class size caps and averages were reached for the 2015-2016 and 2016-2017 school years after the district followed these new contractual requirements.

Despite achieving significant class size wins over the last two bargaining cycles, we must eliminate Section 1.5 from the CBA for any bargaining wins to be fully enforced.

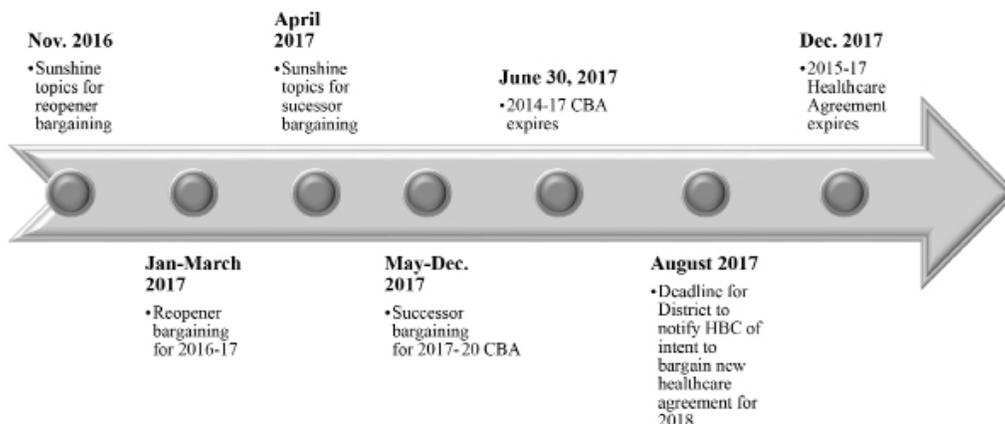
## HEALTHCARE BARGAINING

Bargaining over healthcare for active employees and retirees happens through the LAUSD Health Benefits Committee. This committee, known as the HBC, includes representatives from the district and each of the employee unions in LAUSD. HBC bargaining has typically happened outside of the traditional CBA bargaining process because it involves multiple parties working collaboratively to efficiently purchase healthcare for all eligible active employees and retirees.

The current healthcare agreement was reached in 2015, providing premium-free coverage to active employees, retirees and dependents for 2015- 2017 (our healthcare plans are based on a January-December calendar), with the possibility of a one year extension for 2018. Such an extension will only occur if the District’s premium costs for 2018 increase by no more than 4.5% and the HBC can find costs savings to reduce the unfunded liability of retiree healthcare by 20%.

The District has already asserted that these costs savings will not be achieved, and made a request to the HBC for early bargaining on a new healthcare agreement for 2018. The 2015-2017 healthcare agreement doesn’t require the HBC to start bargaining a new healthcare agreement until August 2017, at which point we’ll have a clearer picture as to whether or not the costs savings have been achieved.

## UTLA BARGAINING TIMELINE



For up-to-date bargaining information, visit our website at [www.utla.net/members/bargaining](http://www.utla.net/members/bargaining)