



# Fact Finding Recommendations

The Neutral Fact Finder’s report, released March 15, recommends a *three year* agreement which would be contained in a Memorandum of Understanding (MOU) that would not *permanently* change the current contract provisions in salary, health benefits, work year, or class size. The MOU sunsets in June of 2012, which means that changes in work year, salary, and health benefits would return to present levels at that time. The full report is on our website at [cuea.org](http://cuea.org).

## 2009/10

- 3 furlough days
- If additional revenue comes to CUSD, one or more of those days would be restored.

## 2010/11 and 2011/12

- 5 furlough days each year
- 1% pay reduction each year
- If additional revenue comes to CUSD, one or more furlough days would be restored, or the 1% pay cut restored.
- Increase class size by 2 students in grade 4-12 (class sizes would revert to present levels when funding from the state returns to the 2007/08 funding levels).
- Changes to health benefits each year
  - Blue Cross HMO premiums: District pays 90%; employee 10%
  - Blue Cross POS premiums: District pays 85%; employee 15%
  - Kaiser continues as is with no employee premium contributions

*Changes in work year, salary, and health benefits would return to current contract levels when the MOU sunsets in June of 2012.*

## Cost Savings to CUSD

	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
Furlough days	1.6%	2.7%	2.7%
Salary reduction		1.0%	1.0%
Health benefit changes		1.0%	1.0%
Class size increase		4.0%	4.0%
Total percentage	1.6%	<u>8.7%</u>	<u>8.7%</u>
Amount in millions	\$3.2	\$17.4	\$17.4
Minimum salary reduction for employee (furlough only/furlough + salary reduction)	1.6%	3.7%	3.7%

## Response to Fact Finding Report by CUEA and CUSD

After the Neutral Fact Finder writes the report, both the Fact Finding Panel member for the District, and the Fact Finding Panel member for CUEA, have the ability to concur or dissent with the contents of the report. CUEA concurs with the report.

The district filed a “qualified concurrence” which means that while they agree with the percent amount of reductions, they want those reductions to only be made by “reducing the certificated work year, restructuring health benefits contributions as well as salary schedule reductions.” What this really means is that district disagrees with all aspects of the recommendations of the neutral, other than the amount of money needed.

## What happens next ?

The Fact Finding Recommendations are not binding on either CUEA or CUSD. However, the CUEA Bargaining Team believes these recommendations should be used as the basis of a settlement, and invites the CUSD Negotiation Team back to the bargaining table. (Additionally, non-financial contract language, agreed to prior to Fact Finding, would be included as part of a mutually-agreed-to settlement.) The only alternative to returning to the bargaining table is the district imposition of a 10% permanent pay cut.