**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**Administrative Office**
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**Los Angeles, California 90017**
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**RAMON C. CORTINES**
**SUPERINTENDENT OF SCHOOLS**

March 18, 2015

Mr. Alex Caputo-Pearl, President
United Teachers Los Angeles
3303 Wilshire Boulevard, 10th Floor
Los Angeles, California 90010

**RE: UTLA CALL FOR EMPLOYEES TO BOYCOTT FACULTY MEETINGS**

Dear Mr. Caputo-Pearl,

I believe that it is my duty and responsibility to address you directly as problems arise so that we can minimize conflict whenever possible. In that spirit, this letter concerns the actions of UTLA in calling for employees to boycott faculty meetings on March 24, April 7 and April 14, and other as yet unstated duties to schools and children, to be boycotted as part of UTLA's self-proclaimed "escalating actions" in support of its bargaining positions. Faculty meetings are important to provide opportunities for teachers and principals to engage in dialogue and planning concerning matters such as student progress and needs, school budgets, instruction, and school safety.

Please understand that we must regard any such actions by UTLA and employees as clear violations of the 1990 Final Decision and Order of the Public Employment Relations Board ("PERB") which arose out of UTLA's previous unlawful boycotts of required duties, and also as violations of the LAUSD-UTLA Agreement provisions covering Hours and Duties, and Work Stoppages. Accordingly, such violations also unavoidably involve the related matters of pay and discipline of employees who choose to join in UTLA's unlawful boycott activities.

Please review, and immediately commence compliance with, the attached 1990 PERB Decision and Order. That Decision required UTLA to cease and desist in its boycotts of faculty meetings and numerous other required professional duties, finding that such boycotts were unlawful, unfair practices committed in clear violation of the Educational Employment Relations Act. As part of that Order, UTLA pledged and agreed not to engage in such conduct in the future. The District reserves all rights regarding enforcement of that legal Order, which was based in large part upon the requirements of the LAUSD-UTLA Agreement sections covering Hours and Duties, and Work Stoppages, all of which remain in full force and effect.

Among the applicable requirements of the Agreement, now as then, is Article IX, Section 1.0, which provides: "General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length." Article IX, Section 4.0 then provides as follows:

> "Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples:
>
> **. . .** attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator."

As you know, unless there is contractual authorization such as a paid leave of absence, the District does not pay employees who absent themselves from work or decline to perform regular assigned duties. When, as here, the refusal or decline of such duties is also in direct violation of a final PERB Decision and Order, that imperative is clarified and magnified. Accordingly, we are instructing all administrators and timekeepers to treat all such boycotting absences as unpaid time with appropriate payroll adjustments. Please also understand that such pay consequences are simple non-payments for work not performed; they are not themselves regarded as punitive or disciplinary actions.

In view of PERB's ruling that any such boycotts of required duties are unlawful work stoppages, UTLA's present course of conduct also runs afoul of Article VI – Work Stoppage, Section 1.0-a which specifically prohibits such actions on the part of UTLA as follows:

> "1.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:
>
> a. Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same . . ."

Pursuant to this contractual commitment, coupled with the attached 1990 PERB Decision and Order referenced above, we must insist that UTLA now take all reasonable steps to cease and avert the current UTLA-threatened boycott of faculty meetings.

Section 1.0-b of Article VI - Work Stoppage also directly addresses individual employee liability for violating its terms: "Any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law." Please be advised that the District reserves its right to utilize pre-disciplinary and disciplinary processes pursuant to Article X relating to such conduct, particularly with regard to repetitious or persistent violations.

It is my sincere hope that upon reflection UTLA leadership will agree, as a matter of integrity and professionalism, that adherence to established law, legal orders and contractual commitments is indispensable to a responsible relationship in support of the LAUSD services to students and their families, and also of the continuing negotiations process.

Thank you for your attention and to these vital concerns, and your anticipated cooperation and compliance with the applicable legal orders and contractual commitments outlined above and attached to this letter.

Sincerely,

Ramon C. Cortines
Superintendent of Schools

Attachment

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CO-462, Los Angeles Unified School District v. United Teachers-Los Angeles, in which all parties had the right to participate, it has been found that the United Teachers-Los Angeles violated Educational Employment Relations Act, Government Code section 3543.6(c) and (d).

As a result of this conduct, we have been ordered to post this notice and we will:

A. CEASE AND DESIST FROM:

1. Failing to meet and negotiate in good faith with the Los Angeles Unified School District (District) by authorizing, encouraging or advocating an employee boycott of any of the following job duties of unit employees, and thereby engaging in the illegal pressure tactic of a partial strike:

a. Completing progress reports (five-week, ten-week and fifteen-week grades) and final semester grades on the District's forms and submitting them to administrators;

b. Attending before-school and after-school faculty meetings of any kind and those during conference or preparation periods, and period-by-period faculty meetings at secondary schools;

c. Attending after-school activities, including back-to-school events and parent conferences;

d. Supervising students before and after the school day, during recess, nutrition and lunch periods, and during preparation periods at the secondary schools;

e. Submitting any completed registers or attendance reports with totals filled in;

f. Providing class coverage for other employees unavailable due to emergencies, class preparation, special assignments, or collective bargaining negotiations unless paid at an hourly rate;

g. Submitting lesson plans, course outlines and rollbooks or allowing administrators to inspect them; and

h. Participating in the elementary progress quality review process.

2. By that same conduct, during the course of impasse procedures, failing to participate in impasse procedures in good faith.

Date: _____ UNITED TEACHERS-LOS ANGELES

By _____
Authorized Agent

[THIS OFFICIAL NOTICE WAS SIGNED BY AN AUTHORIZED AGENT OF UTLA AND POSTED IN ALL SCHOOLS AS REQUIRED BY PERB IN 1990.]

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED BY ANY MATERIAL.