



LOMPOC FEDERATION OF TEACHERS (LFT) Union Local 3151

A Division of the California Federation of Teachers (CFT) and an affiliate of the American Federation of Teachers (AFT)

District management has exhibited a pattern of retaliatory behaviors toward LFT leadership and our union that has worsened considerably this year. There are many examples of District actions that have negatively impacted our members:

1. After obtaining a secretly recorded video of an LFT General Membership Meeting last year, the District attempted to use this as evidence for potential disciplinary action against a member of the LFT Executive Board. After LFT filed a formal information request to obtain a copy of this recording, the District claimed they were not in possession of it and refused to provide it to the union, despite citing the existence of the video in documents that were sent to the employee.
2. Deputy Superintendent Valla misrepresented the will of the School Board when she claimed the Board wanted to use a different negotiations facilitator instead of Jim Walker, who has served our District in this role for the past ten years. When this misrepresentation was discovered in June of this year, the District never acknowledged their wrongdoing and instead continued to spread falsehoods about Mr. Walker and the events that transpired. As a result, LFT and CSEA had to wage a campaign to secure the renewal of his contract, which, because of the District's disrespect toward him during these events, was only extended until December 2021.
3. At the start of this year, after multiple efforts by LFT to renew several MOUs that benefitted our members and that had expired in June 2021 (and that had routinely been renewed in previous years without incident), Deputy Superintendent Valla stated that the District would not be renewing any MOUs with LFT anymore and instead would only be negotiating through the regular contract negotiations process. Deputy Superintendent Valla stated at this meeting that the District believed that the MOUs were "holding the District hostage to LFT."
4. This year LFT has had to file six grievances against the District for various contract violations. The most egregious violations involve the District not paying our members the full compensation for classroom prep during the summer and subbing during their prep period or absorbing other classes into their own. This compensation is based on the substitute rate of pay, which was increased at the start of the school year. The District denied paying our members what they are contractually entitled to by claiming that the substitutes did not get an increase in their rate of pay, but instead are getting an ongoing "COVID bonus."

Instead of paying our members the full compensation they are entitled to, the District went so far as to change the publicly posted agenda for the August 10 Board meeting, which was when the rate of pay increase was approved, to add in new language reflecting this "COVID bonus" falsehood. The District continued to spread this falsehood through a press release that was sent to local news outlets in early September (coincidentally, right after we filed our first grievance on this issue).

5. At the start of the year, the District once again targeted a member of the LFT Executive Board with disciplinary action. This member was put on administrative leave for 2.5 weeks as a sham investigation was conducted. Because of the nature of the investigation and the resulting excessive discipline that was assigned to this member, LFT filed an unfair labor practice charge alleging retaliation against LFT.
6. The District has filed two frivolous unfair labor practice charges against LFT. The first alleged that the LFT was circumventing the negotiations process by attempting to negotiate through the School Board. This claim was entirely baseless.

The second charge alleged that LFT uses District email to communicate with our members during the workday. While it is true that LFT does in fact do this, it is because the union holds the contractual right to do just that. It is unclear if the District was unaware of this contractual provision, if the District was using the charge as an attempt to obstruct communication among union members, or if this was done as a means to disrupt negotiations, as this charge was sent to LFT leadership minutes before our bargaining session on November 17.

7. For unknown reasons, Superintendent McDonald and Cabinet members have not been attending LFT's long-scheduled meetings with them. These meetings are meant to be forums for LFT leadership to share concerns with upper management, so that our members' voices are heard by those who run our District. The absence of the Superintendent and Cabinet is a clear change in past practice. Not attending these meetings is unacceptable because of the message it sends as to the level of respect upper management holds for members of the LFT bargaining unit and the degree to which they take our members' concerns seriously.
8. The District is not affording LFT the right to have an LFT-chosen representative on interview panels. Last week interviews were held for the new Elementary Dean positions the District is trying to fill. CSEA President Jerry White was asked to provide a CSEA rep for this panel. LFT was not given the same courtesy by the District, nor was LFT even informed that these interviews were happening. When LFT asked why we were not able to provide a rep, the District's response was "There are 2 teachers on the panel, just as there are 2 staff representing CSEA." When asked why LFT was being treated differently than CSEA, the District never responded.

In the midst of all of this, LFT has been attempting to wrap up negotiations for the 2021-22 contract. Salary is the only thing left to finish, and we have essentially been at a standstill during our most recent bargaining sessions, despite COLA for this year amounting to approximately 5% and other districts in our county successfully negotiating on-schedule raises for this year (e.g., Santa Maria Bonita—3% on-schedule; Santa Maria Joint High School—4.5% on-schedule; Santa Barbara Unified—2.5% on-schedule).

A District's budget reflects a District's priorities, and right now, it does not appear that the District is prioritizing our unit members. The District often cites the lack of a school bond as to why they can't offer an acceptable on-schedule raise for our members. This is unacceptable—our members should not be punished for the District's inability to get the past three proposed bonds passed by voters in our community.

LFT leadership is deeply concerned about what the District's actions toward our unit members will mean for the future of Lompoc Unified. If this behavior continues, our fear is that we will see a mass exodus of employees from our District. Ultimately, our students will pay the price for that.

If you too are concerned about the state of labor-management relations, the lack of respect that District management has been displayed toward LFT unit members, and—most importantly—the potential this has to hurt our District's students, then we urge you to take action.

What we need our members to do:

- **Attend the December 13 School Board meeting**—This will be held both in-person and via Zoom.
- **Voice your concerns at the School Board meeting during Courtesy to Visitors**—You can do this either by signing up to speak or sending an email to be read at the meeting (this can be done anonymously)
- **Contact School Board members**—Call or email members of the School Board. All of their contact information (email addresses and phone numbers are available on the LUSD and LFT websites).

The District is counting on our members to be passive. Don't give them that satisfaction! Make your voice heard, so that we can end this nonsense and improve working conditions for our members, and most importantly, serve our students.