AFL-CIO

California School Employees Association

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Member of the AFL-CIO

The nation's largest independent classified employee association

Member of the National Association of Classified School Employees (NACSE), representing independent public employees throughout the nation

HAND-DELIVERED

April 25, 2012
~~March 1, 2012~~

RECEIVED
APR 25 2012

Denise Whittaker
Superintendent/President
Palo Verde Community College
One College Drive
Blythe, CA 92225

Re: CSEA's 2012 Successor Agreement Initial Proposal – Request to Negotiate District's Proposed "Change of Assignment Incentive Program"

Dear Ms. Whittaker,

CSEA is forwarding the attached Initial Proposal for the 2012 Successor Agreement negotiations for purposes of "sunshining" at the next Palo Verde College Board of Trustees meeting. CSEA looks forward to a productive negotiations this year towards a new, three-year contract.

Along with a new contract, there are other topics which also need to be negotiated between the parties. The District is proposing a "Change of Assignment Incentive Program" whereby classified employees may choose to reduce their work year voluntarily from 12 months to 10 or 10.5 months for a three year period, in exchange for full pay for six months and an exemption from a percentage of any negotiated salary reductions. At the end of the three year period the District would decide whether or not the employee would be returned to a 12 month work year, even if the position was subsequently vacated by the original employee who agreed to the incentive program.

Although there are many negotiable topics that arise from this type cost savings measure, there appears to be some confusion regarding the negotiability of the District's proposed "Change of Assignment Incentive Program." In an April 24, 2012 email to the college's staff you write: *"Because the offer is voluntary, it did not require a collective bargaining agreement or MOU."* CSEA respectfully disagrees with your assessment as to the negotiability of the District's proposed incentive plan.

As a general matter of law, hours of employment are negotiable with the union under Section 3543.2(a) of the Educational Employment Relations Act (EERA). The text of EERA itself stands for the clear proposition that a union has the statutory right to negotiate over each proposed change in an employee(s) work schedule, number of working hours and work year as they arise. The decision to change bargaining unit members' hours, including the work year of an employee and/or that which is permanently assigned to a position (even when vacant), are all mandatory subject of bargaining under Government Code § 3543.2(a).

In fact, both the decision and the effects of any reduction in hours of either occupied or vacant positions are mandatory subjects of bargaining. (See *Huntington Beach Union High School District* (2003) PERB Dec. No. 1525; *San Jacinto Unified School District* (1995) PERB Dec. No. 1078). The District may not unilaterally implement such decisions regarding the working hours or work year without negotiations with CSEA.

Please note, CSEA has a standing request to negotiate any reductions in hours or work year that the District may be contemplating as part of cost savings measures in response to the fiscal crisis at the college and/or in response to the 2012-2013 California state budget. On March 1, 2012, CSEA sent the District a letter requesting to negotiate both the decision and effects of any future reduction in hours and/or work year, including those impacting both occupied and vacant positions. This request should be broadly understood by the District to include those reductions proposed in the "Change of Assignment Incentive Program."

CSEA has the following dates available for negotiations on the above topics, including those proposed and included herein as part of CSEA's 2012 Initial Proposal for this year's Successor Agreement negotiations:

Wednesday, May 9, 2012 – 10 a.m. to 5 p.m.
Wednesday, May 16, 2012 – 9 a.m. to 3:30 p.m.
Monday, May 21, 2012 – 9 a.m. - 3 p.m.

Please let me know if one of the above beginning dates work for the District. At our first meeting, the parties can schedule further dates.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Dale Wissman
CSEA Labor Relations Representative

HAND-DELIVERED
File 12 DW 180 Whittaker: Request to Negotiate Change of Assignment Incentive Program
cc: Rich Soto, President Chapter 180

INITIAL PROPOSAL
CSEA Palo Verde Chapter 180
2012 Successor Agreement Negotiations

As per Article 12.6 and Article 13 et. al. of the Collective Bargaining Agreement, CSEA would like to open the following articles for negotiations of a successor agreement to the collective bargaining agreement, which expires June 30, 2012.

ARTICLE 1: ASSOCIATION RIGHTS

CSEA would like to amend Article 1 Section 1(G) to increase weekly release time for the CSEA chapter president from two to four hours per week.

ARTICLE 2: PAYROLL DEDUCTIONS/MAINTENANCE OF MEMBERSHIP

CSEA would like to amend Article 2 Section 2 to clarify that CSEA has the right to and responsibility to represent CSEA members, service fee payers and objectors.

ARTICLE 3: COMPENSATION AND HEALTH AND WELFARE BENEFITS

CSEA would like to amend Article 3 Section 6 to reflect the full increase in health and welfare benefits; and, to clarify Article 3 Section 7 to ensure that REEP rebates are placed in CSEA's "benefit fund" for use CSEA to offset health insurance premium increases.

ARTICLE 5: VACANCIES, TRANSFERS, AND PROMOTIONS

CSEA would like to modify Article 5.10 to provide CSEA with an opportunity to bargaining in the event that the district endeavors to change job descriptions and/or change or transfer job duties of classified employees; and to modify Article 5.11 to allow the reclassification committee to review two (2) positions each fiscal year.

ARTICLE 7: EVALUATIONS, PROBATION, AND PERSONNEL RIGHTS

CSEA would like to modify Article 7 to negotiate new evaluation procedures and form for classified employees.

ARTICLE 10: GRIEVANCE PROCEDURE

CSEA would like to modify Article 10 to reflect CSEA's statutory right to file a grievance on behalf of a bargaining unit member or members; to modify Article 10.6, 10.7 and 10.8 to reflect CSEA sole right to pursue or not pursue arbitration; to amend Article 10.10 to ensure that the district provide for the cost of transcription of arbitration hearings; and to modify Article 10.11 and 10.12 to provide for binding arbitration of grievances.

ARTICLE 11: DISCIPLINARY PROCEDURES

CSEA would like to modify Article 11 to include binding arbitration for disciplinary hearings, on CSEA's request.

ARTICLE 13: IMPLEMENTATION & DURATION OF AGREEMENT

CSEA would like to modify Article 13, Section 2 to clarify that CSEA has the obligation to represent those religious objectors who do not pay dues to CSEA.

Respectfully Submitted,

Rich Soto, President Chapter 180

4/25/12
Date