

April 3, 2009

Dr. Jack Miyamoto,
Mt. San Antonio College
Re: Waivers

Dear Dr. Miyamoto,

By way of this letter the California School Employees Association (CSEA) herein notifies the Mt. San Antonio College District that CSEA and its Chapter #262 do not intend to permit the identified waivers below to roll over into the new collective bargaining agreement. As Authority to demonstrate its legal right to end the outlined waivers, CSEA cites Rowland Unified School District (1994) PERB Decision No. 1053 and South Bay Union High School district (1990) PERB decision No 791a. to notice the District.

1. Article 7 SALARIES

7.09.2 Compensatory Time

Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within 12 months of the date on which it was earned. No employee may accumulate more than 45 hours at any one time.

2. Article 11 VACATION

CSEA would like to review the entire article to ensure its compliance with California Education Code.

3. Article 13 TRANSFERS AND RELATED MATTERS

13.03.1 Involuntary Transfers

A transfer is defined as a permanent change in department and immediate supervisor within the same classification or a different classification at the same salary range. A transfer is also a change to a lower classification.

4. Article 16 GRIEVANCE PROCEDURE

16.02.1 Level One Informal

The employee shall discuss the matter orally with his or her manager. Only the grievant and the manager shall be present.

Of course, CSEA intends to exchange proposals and to negotiate with the District concerning the new contract. The bargaining process will no doubt clarify the parties' respective interests concerning these matters. CSEA looks forward to discussing these matters further with you during the bargaining process.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Gail Nehamen
Labor Relations Representative

INITIALS
c: CHAPTER PRESIDENT
REGIONAL REPRESENTATIVE
AREA DIRECTOR
FIELD DIRECTOR