The Mt. San Jacinto College (“MSJC”) bargaining team met with the California School Employees Association, Chapter 767 (“CSEA”) bargaining team on July 15, 2015, to commence 2015-2016 negotiations. The parties agreed to ground rules. Thereafter, CSEA proceeded to share what they claimed were concerns expressed by members concerning poor pay and morale. Neither the District nor CSEA presented specific bargaining proposals at the July 15, 2015 session. However, MSJC went through its initial proposals and explained its bargaining position and rationale to CSEA. The parties scheduled two additional sessions on August 20, 2015 and September 3, 2015.

On August 20, 2015, at approximately 10:00 a.m., MSJC met with CSEA. CSEA presented a proposed MOU to MSJC that provided for a four percent (4%) salary increase retroactive to July 1, 2014, and the addition of an additional step to the CSEA’s salary schedule effective July 1, 2015. When MSJC explained that the parties were negotiating for 2015-2016, not 2014-2015, CSEA indicated that it was not prepared to continue to negotiate on August 20 and unilaterally cancelled the September 3, 2015 session, indicating that it did not want to negotiate further until after the MSJC Board of Trustees meeting on September 10, 2015.

MSJC urged CSEA to reconsider and to engage in negotiations in good faith. MSJC passed its bargaining proposal number one to CSEA at 10:58 a.m. MSJC’s proposal number one provided as follows:

**Article II: District Rights**

MSJC proposes that Article 2.1 be revised to state:

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all space and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with the law, and take action on any matter in the event of
an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, suspend, terminate, and discipline unit members.

Incumbent with the right the rights set forth above is the right to ensure the orderly operation of the District, which can necessitate the creation of new job classifications. The District acknowledges that certain new job descriptions must be negotiated if required by the EERA and its caselaw. However, if a job description that has been duly negotiated with CSEA has not been submitted to CSEA 610 and/or ratification within 30 days of the tentative agreement to the description, the District may commence with recruitment for the new position in accordance with the collective bargaining agreement and District policy.

**Article V: Hours and Overtime**

MSJC proposes a new Article 5.5 that states:

5.5 Authorization. No overtime shall be worked by a unit member without specific authorization prior to the work being performed. Authorization may be provided by the employee’s department administrator, Divisional Vice President, or the President/Superintendent.

MSJC proposes that Articles 5.5 through 5.7 be renumbered as Articles 5.6 through 5.8.

MSJC proposes that Article 5.8 be revised to state:

5.78 Call-back: Call back is paid the same as regular hours worked at the employee’s current rate of pay, as well as overtime if applicable. Any unit member called back and required to return to work more than one (1) hour after the end of their regular shift will be compensated for a minimum of three two (2) hours or the actual hours, whichever is greater. If called back to work, the unit member must conduct unit member work for the hours compensated.

**Article VII: Pay and Allowances**

Salary - MSJC proposes an across the board salary increase of four percent (4%) retroactive to July 1, 2015.

**Article VIII: Health and Welfare Benefits**
MSJC proposes status quo.

**Article XXI: Reclassification**

MSJC reserves the right to make a proposal concerning Article XXI in future bargaining proposals.

At 11:01 a.m., CSEA called for a 30 minute caucus. Thereafter, at 11:40 a.m., CSEA indicated that it needed to take a lunch break until 12:45 p.m.

At 12:55 p.m., CSEA returned from lunch and indicated that it was not prepared to continue to negotiate on August 20, thus cancelling the remainder of the bargaining session. CSEA reiterated its desire to unilaterally cancel the September 3, 2015 bargaining session and not schedule another session until after the MSJC Board of Trustees meeting on September 11, 2015. CSEA did not pass any bargaining proposals concerning the 11 articles for which it provided initial proposals during the sun-shining process for 2015-2016 negotiations.

The parties scheduled two additional bargaining sessions on September 29, 2015 and October 13, 2015.