STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

KIMY L. GIBSON, Charging Party, v. CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION & ITS CHAPTER 168, Respondent.	Case No. SA-CO-544-E PERB Decision No. 2128 August 25, 2010

Appearances: Timothy M. Cary & Associates by Paul J. Hamill, Attorney, for Kimy L. Gibson; Maureen C. Whelan, Attorney, for California School Employees Association & its Chapter 168.

Before Dowdin Calvillo, Chair; McKeag and Wesley, Members.

DECISION

McKEAG, Member: This case comes before the Public Employment Relations Board (Board) on appeal by Kimy L. Gibson (Gibson) of a dismissal of her unfair practice charge by a Board agent. The charge alleged that the California School Employees Association & its Chapter 168 violated sections 3544.9 and 3543.6(b) of the Educational Employment Relations Act (EERA)[1] by settling grievances filed on Gibson's behalf without obtaining her consent. The Board agent dismissed the charge for failure to state a prima facie violation under EERA.

We have reviewed the entire record in this matter and find the warning and dismissal letters (attached) well-reasoned, adequately supported by the record and in accordance with

[1] EERA is codified at Government Code section 3540 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code.

applicable law. Accordingly, the Board hereby adopts the warning and dismissal letters as the decision of the Board itself.

ORDER

The unfair practice charge in Case No. SA-CO-544-E is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Chair Dowdin Calvillo and Member Wesley joined in this Decision.

PUBLIC EMPLOYMENT RELATIONS BOARD

Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811-4124
Telephone: (916) 327-7242
Fax: (916) 327-6377

November 19, 2008

Paul Hamill, Attorney
Timothy M. Cary & Associates
3300 Cameron Park Drive, Suite 2000
Cameron Park, CA 95682

Re: Kimy L. Gibson v. California School Employees Association & its Chapter 168
Unfair Practice Charge No. SA-CO-544-E
DISMISSAL LETTER

Dear Mr. Hamill:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on July 25, 2008. Kimy L. Gibson (Ms. Gibson or Charging Party) alleges that the California School Employees Association & its Chapter 168 (CSEA or Respondent) violated section 3544.9 of the Educational Employment Relations Act (EERA or Act)[1] by breaching its duty of fair representation.

You were informed in the attached letter dated November 3, 2008 (Warning Letter), that the above-referenced charge did not state a prima facie case. You were advised that, if there were any factual inaccuracies or additional facts that would correct the deficiencies explained in that letter, you should amend the charge. You were further advised that, unless you amended the charge to state a prima facie case or withdrew it prior to November 13, 2008, the charge would be dismissed. On November 14, 2008, during a telephone conversation, you verified that you had in fact received the Warning Letter. At your request, I extended at that time the deadline to file an amended charge to November 18, 2008.

No amended charge was filed with PERB by or on the November 18, 2008 deadline. Therefore, this charge is being dismissed based on the facts and reasons set forth in the Warning Letter.

Right to Appeal

Pursuant to PERB Regulations,[2] Charging Party may obtain a review of this dismissal of the charge by filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal. (Cal. Code Regs, tit. 8, sec. 32635(a).) Any document filed with the Board

[1] EERA is codified at Government Code section 3540 et seq. The text of the EERA and the Board's Regulations may be found on the Internet at www.perb.ca.gov.

[2] PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

must contain the case name and number, and the original and five (5) copies of all documents must be provided to the Board.
A document is considered "filed" when actually received during a regular PERB business day. (Cal. Code Regs, tit. 8, secs. 32135(a) and 32130; see also Gov. Code, sec. 11020(a).) A document is also considered "filed" when received by facsimile transmission before the close of business together with a Facsimile Transmission Cover Sheet which meets the requirements of PERB Regulation 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Cal. Code Regs, tit. 8, secs. 32135(b), (c) and (d); see also Cal. Code Regs., tit. 8, secs. 32090 and 32130.)

The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95811-4124
(916) 322-8231
FAX: (916) 327-7960

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal. (Cal. Code Regs, tit. 8, sec. 32635(b).)

Service

All documents authorized to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the Board itself. (See Cal. Code Regs., tit. 8, sec. 32140 for the required contents.) The document will be considered properly "served" when personally delivered or deposited in the mail or deposited with a delivery service and properly addressed. A document may also be concurrently served via facsimile transmission on all parties to the proceeding. (Cal. Code Regs, tit. 8, sec. 32135(c).)

Extension of Time

A request for an extension of time, in which to file a document with the Board itself, must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three (3) calendar days before the expiration of the time required for filing the document. The request must indicate good cause for and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party. (Cal. Code Regs, tit. 8, sec. 32132.)

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Sincerely,

TAMI R. BOGERT
General Counsel

By _____
Yarow Partovi
Regional Attorney

Attachment

cc: Maureen C. Whelan

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811-4124
Telephone: (916) 327-7242
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November 3, 2008

Paul Hamill, Attorney
Timothy M. Cary & Associates
3300 Cameron Park Drive, Suite 2000
Cameron Park, CA 95682

Re: Kimy L. Gibson v. California School Employees Association & its Chapter 168
Unfair Practice Charge No. SA-CO-544-E
WARNING LETTER

Dear Mr. Hamill:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on July 25, 2008. Kimy L. Gibson (Ms. Gibson or Charging Party) alleges that the California School Employees Association & its Chapter 168 (CSEA or Respondent) violated section 3544.9 of the Educational Employment Relations Act (EERA or Act)[1] by breaching its duty of fair representation.

Background

Investigation of the charge revealed the following information. CSEA is the exclusive representative of the classified employees of the Washington Unified School District (District). At all times relevant herein, Ms. Gibson was a CSEA represented bargaining unit employee.

In January 2008, the District notified CSEA that it was planning to "restructure" the work, and that it would be reducing or eliminating a number of classified unit position in the Spring and Summer of 2008.

In June 2008, the District laid off approximately 12 classified employees due to lack of funds and lack of work as determined by the Board of Education. On June 8, 2007, Ms. Gibson was informed that her Publication Technician position was being reduced in hours for lack of work and/or lack of funds. In response, CSEA filed the following: (1) a first-level grievance on June 14, 2007; (2) a second-level grievance on July 6, 2007; and (3) a third-level grievance on July 30, 2007. CSEA also communicated on numerous occasions with the District, objecting to all of the layoffs and reduction of hours.

On July 16, 2007, CSEA filed Unfair Practice Charge Case No. SA-CE-2427-E alleging, among other things, that the District took unilateral action with regard to: (1) layoffs and reduced hours of bargaining unit employees; and (2) subcontracting out printing services

[1] EERA is codified at Government Code section 3540 et seq. The text of the EERA and the Board's Regulations may be found on the Internet at www.perb.ca.gov.

traditionally performed by Ms. Gibson's job classification (i.e., publication technician) to private third parties.

On November 28, 2007, the General Counsel of PERB issued a complaint against the District. The District filed an answer to the complaint. PERB held an informal settlement conference on January 15, 2008, but the case was not settled. The matter was scheduled for formal hearing.[2]

On January 2008, the District and CSEA drafted an "Agreement with CSEA to Settle Litigation" (ATS). The ATS provided in relevant part that the parties agreed to the following:

> A. The Board will take action to abolish the Publication Technician position. Kimy Gibson will be issued a layoff notice to be effective June 20, 2008. [Ms.] Gibson will continue to work 3 hours per day until the layoff is effective. Ms. Gibson may exercise any bumping rights she may hold. She shall have all re-employment rights pursuant to CSEA contract sections 20.16-20.19.
>
> B. [Ms.] Gibson will receive back pay for the difference between her former salary at 12 months/8 hours per day and her current salary for 10 months/3 hours per day retroactive to her layoff date summer 2007 and forward until date of settlement of 2007-2008 CSEA negotiations (January 30, 2008) less statutory payroll deductions. This backpay shall be reduced by the amount of wages already paid by the [D]istrict for extra hours worked by [Ms.] Gibson prior to January 30 (approximately 45 hours).
>
> C. [Ms.] Gibson will receive back pay for the difference in district health benefits contribution between 12 months/8 hour per day position and 10 months/3 hour per day position retroactive to her layoff date summer 2007 and forward until date of settlement of 2007-2008 CSEA negotiations.
>
> D. [Ms.] Gibson will receive prorated sick leave and vacation credit for the difference between 12 months/8 hours per day and 10 months/3 hours per day for the same period as backpay.

[2]A formal hearing was not held in this matter. PERB records show that on February 25, 2008, the charge was withdrawn and the formal hearing was removed from PERB's calendar.

E. The District will apply to PERS to make employer retirement contributions on behalf of [Ms.] Gibson for the amount of backpay awarded for the period of backpay. PERS shall make the final determination as to whether retirement credit is allowable. If retirement credit is denied, [Ms.] Gibson shall be refunded her payroll deductions for the additional employee PERS contribution for the back pay amount.

F. [Ms.] Gibson will receive a [D]istrict contribution toward health benefits for two (2) additional months after the effective date of her layoff pursuant to CSEA contract section 20.23.

G. On January 23, 2008[,] the [D]istrict and CSEA settled the grievance related to [Ms.] Gibson's letter of concern and the case is closed.

H. All documents in [Ms.] Gibson's personnel file and in any other [D]istrict files which do not relate to employment application, payment of salary, evaluations or attendance and leaves of absence shall be removed and destroyed. The removal and destruction shall take place with [Ms.] Gibson and a CSEA representative present.

I. CSEA shall withdraw the following grievances/appeals with prejudice: Gibson Re-class Appeal (December 2005 request-in abeyance); Gibson Extra Hours grievance (filed 11/2/07 – Bogue hearing date not set yet); Gibson Letter of Concern grievance (filed August 16, 2007 – J. Henderson January 30, 2008 hearing).

J. CSEA shall withdraw with prejudice the unfair practice [C]ase [No.] SA-CE-2427[-]E (filed July 16, 2007)[.]

K. CSEA will withdraw with prejudice the Effects of Layoff grievance (filed June 15, 2007 – pending decision by arbitrator John Kagel). If the decision is issued by the arbitrator prior to ratification of the settlement, both parties agree the decision will be disregarded and the original grievance withdrawn. In the future[,] the District agrees to comply with section 20.3 and provide a

written explanation to CSEA for each unit position proposed to be eliminated or hours reduced.

L. CSEA agrees to dismiss the below listed grievances/unfair practice charges with prejudice:

1. **Unfair Practice Charge [Case No.] SA-CE-2427[-]E.**

2. **K. Gibson 2005-2006 Reclass Appeal (appeal of December 2005 relcass [sic] request).**

3. **K. Gibson Extra Hours Grievance.**

4. **CSEA Grievance re Effects of Layoff.**

[Emphasis in original.]

In January 2008, the District and CSEA also drafted a "Tentative Agreement To Settle 2007-2008 Negotiations" (TA) which provided in pertinent part:

> As a result of good faith negotiation between the parties, the [District] and CSEA . . . agree to settle 2007-2008 negotiations as follows:
>
> 1. COMPENSATION: The District shall increase the classified unit salary schedule by 4.53% retroactive to July 1, 2007. Employees shall be paid retroactively for salary owing prior to the date checks are issued. No increase in district health benefits contribution.
>
> . . .
>
> This tentative agreement is subject to ratification by CSEA and the Board of Education.

On January 28, 2008, the CSEA Executive Board (E-Board) held a meeting to vote on the ATS. Ms. Gibson was invited to attend, but she was told to arrive at a time later than when the meeting actually started. When Ms. Gibson arrived for the meeting, it was already in session and the matters pertaining to the ATS were being discussed by the E-Board members. It is alleged that at the meeting, the ATS and its connection to the TA were explained to Ms. Gibson. CSEA President Patrick Shandor, then called for a secret ballot on the ATS and told Ms. Gibson that she could not vote due to the "conflict of interest (that it was her position that

was being abolished, this it was her who was being laid off and that it was the PERB case that she was involved in and her grievances which were being dismissed with prejudice)."

It is alleged that during the meeting, E-Board members had cast their ballots and gave it to President Shandor. The charge alleges that President Shandor failed to read the ballots or read out-loud the "ayes" and "nays" votes to the attendees at the meeting. In addition, the charge states that President Shandoor did not have anyone "second count" the ballots to verify the ballots. President Shandoor stated that the ATS had passed and that he would inform the District that the ATS was ratified by the E-Board. During the meeting, President Shandor folded the ballots and placed them in his pocket. Ms. Gibson requested that, per "the usual practice," the ballots be counted out loud, be verified, and attached to the minutes. However, President Shandoor refused. The facts in the record also show that Ms. Gibson voiced her concern that the settlement was unfair, that she wanted CSEA to keep litigating her grievances, and that she did not want to be laid off.

On January 30, 2008, Ms. Gibson was given a copy of the ATS that was jointly executed by the District and CSEA.

On January 31, 2008, the District executed the TA.

On February 6, CSEA held a ratification vote on the TA for the collective bargaining agreement.

DISCUSSION

Charging Party has alleged that the exclusive representative denied Charging Party the right to fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b). The duty of fair representation imposed on the exclusive representative extends to grievance handling. (Fremont Teachers Association (King) (1980) PERB Decision No. 125; United Teachers of Los Angeles (Collins) (1982) PERB Decision No. 258.) In order to state a prima facie violation of this section of EERA, Charging Party must show that the Respondent's conduct was arbitrary, discriminatory or in bad faith. In United Teachers of Los Angeles (Collins), the Public Employment Relations Board stated:

> Absent bad faith, discrimination, or arbitrary conduct, mere negligence or poor judgment in handling a grievance does not constitute a breach of the union's duty. [Citations omitted.]
>
> A union may exercise its discretion to determine how far to pursue a grievance in the employee's behalf as long as it does not arbitrarily ignore a meritorious grievance or process a grievance in a perfunctory fashion. A union is also not required to process an employee's grievance if the chances for success are minimal.

In order to state a prima facie case of arbitrary conduct violating the duty of fair representation, a Charging Party:

> must at a minimum include an assertion of sufficient facts from which it becomes apparent how or in what manner the exclusive representative's action or inaction was without a rational basis or devoid of honest judgment.

(Reed District Teachers Association, CTA/NEA (Reyes) (1983) PERB Decision No. 332, p. 9, quoting Rocklin Teachers Professional Association (Romero) (1980) PERB Decision No. 124; emphasis in original.)

I. CSEA's Alleged Action of "Tying" the ATS Agreement to the TA

It is alleged that CSEA and the District agreed that the terms of the TA were made contingent upon the parties reaching the ATS agreement. It is also alleged that "if CSEA had not tied the [ATS] onto the [TA], unit members would have received, at the most a 2.53% raise (instead of the 4.53%, with the District saying it would need to keep the other 2% to help cover the legal fees in dealing with the pending litigation cases)." Charging Party argues this conducts violates CSEA's duty of fair representation to Ms. Gibson.

The facts in the record demonstrate that CSEA handled the contract negotiations separately from the ATS. The ATS was approved by the E-Board on January 29, 2008, while the TA was ratified on February 6, 2008, wherein the chapter voted to approve the TA. However, even assuming that the agreement on the TA was "tied" to CSEA's approval of the ATS, the charge fails to demonstrate a prima facie violation of the duty of fair representation for the reasons set forth below.

As a general rule, an exclusive representative enjoys a wide range of bargaining discretion. As the U.S. Supreme Court has noted:

> Inevitably differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.

(Ford Motor Co. v. Huffman (1953) 345 U.S. 330, 338; *see* Redlands Teachers Association (1978) PERB Decision No. 72.)

Acknowledging the need for such discretion in negotiations, PERB has enunciated a test for breach of the fair representation duty in matters of contract negotiations which will "insure that

the bargaining agent, faced with the impossible task of pleasing all the people all of the time, is afforded a broad range of discretion and latitude":

> A union's duty to fairly represent employees during negotiations does not encompass an obligation to negotiate any particular item and, in this case, the Charging Party has failed to demonstrate that the Association's failure to negotiate benefits violated any affirmative duty it owed to the unit members. A prima facie case alleging arbitrary conduct . . . must at a minimum include an assertion of sufficient facts from which it becomes apparent how or in what manner the exclusive representative's action or inaction was without a rational basis or devoid of honest judgment.

(Rocklin Teachers Professional Association, supra, PERB Decision No. 124, citing DeArroyo v. Sindicato de Trabajadores Packing., AFL-CIO (1st Cir. 1970) 425 F.2d 281, cert. denied, 400 U.S. 877 (1970).)

Applying this test in Mount Diablo Education Association (1984) PERB Decision No. 422 (Mount Diablo), PERB dismissed a charge that the union had breached its representation duty by negotiating a contractual provision which eliminated a prior practice that had benefited a small number of unit employees in favor of a new practice that benefited a larger number of employees. While a union may not make a negotiating decision "*solely* for the benefit of a stronger, more politically favored group," PERB held that the existence of a rational basis would permit the negotiating of the disputed change. (Ibid.; see also Service Employees International Union Local 250 (Stewart) (2004) PERB Decision No. 1610-M [negotiation of contract agreement that increased starting salary of newly hired mental health workers did not breach duty of fair representation even though incumbent employees did not receive commensurate salary increase]; United Teachers of Los Angeles (Valadez, et al.) (2001) PERB Decision No. 1453, adopting ALJ proposed decision; Riverside County Office Teachers Association, CTA/NEA (McAlpine, et al.) (2000) PERB Decision No. 1401 [contract agreement which reduced stipend of special education teachers while increasing salaries of other employees did not breach duty of fair representation where union offered rationale basis for agreement].)

In general, PERB has held that because a union enjoys wide latitude in contract negotiations, it is not required to satisfy all union members, is not barred from making an agreement that has an unfavorable effect on some union members, and is not obligated to bargain an item that will benefit certain unit members only. (Union of American Physicians & Dentists (2006) PERB Decision No. 1846-S.)

Here, the argument that CSEA "sacrificed" Ms. Gibson in order to obtain better terms for other bargaining units is insufficient to demonstrate a breach of the duty of fair representation. As stated above, CSEA enjoys wide latitude in the representation of its members and courts and PERB are reluctant to interfere with a union's decisions in representing its members.

The facts in the record demonstrate that due to lack of funds and/or lack of work as determined by the Board of Education of the District, the District took action to layoff and reduce the hours of approximately 12 bargaining unit employees. Faced with this restructuring and impending layoffs, CSEA took action and filed a number of contract grievances relating to the District's action and also filed PERB unfair practice charge No. SA-CE-2427-E objecting to the layoffs. The Union however, was mindful that the District's prerogative to reduce its operations includes the authority to identify specific positions in specific locations to be eliminated, and such was not a negotiable subject. (Healdsburg Union High School District and Healdsburg Union School District/San Mateo City School District (1984) PERB Decision No. 375.) Under this authority, the District had the ability to layoff bargaining unit employees, including Ms. Gibson. Given these prospects for challenging an impending layoff, it appears CSEA engaged in a prudent manner by negotiating the effects of Ms. Gibson's layoff in order to achieve the following benefit terms for Ms. Gibson, as set forth in the ATS: (1) full-time pay and benefits for seven and one-half months effective June 20, 2008; (2) compensation totaling $18,000, which includes salary and benefits as though she had been a full time (8-hour, 12-month employee) from July 2, 3007 to February 19, 2008; (3) two months of additional health insurance after her layoff in June 2008; (4) bumping and reemployment rights; and (5) a clean personnel file. Given the above, the charge fails to demonstrate that CSEA did not have a rational basis or an honest judgment for executing the ATS. Furthermore, there is no evidence from the charge that the ATS was based on discrimination since other employees were also subject to layoff or reduction in hours. In achieving this settlement for Ms. Gibson, the facts also fail to raise an inference of negligence or bad faith.

II. Internal Union Matters

Charging Party argues that CSEA breached its representational duty because it hid the existence of the ATS from the CSEA membership and the Board of Education, and instead engaged in "back room dealings" with the District. Charging Party also contends that President Shandor's action at the E-Board meeting "went well beyond mere negligence or poor judgment." Specifically, President Shandor's failure to read the ballots out loud and have someone else double check to verify the votes constitutes a breach of the duty of fair representation.

Internal union affairs are largely immune from scrutiny under the duty of fair representation analysis. Under the standard enunciated in Service Employees International Union, Local 99 (Kimmett) (1979) PERB Decision No. 106, a union is allowed substantial leeway in its internal procedures for developing negotiations strategy, selecting of a negotiations team, and final contract ratification.

The facts in the record demonstrate that Ms. Gibson had an opportunity to address the E-Board and request that CSEA continue to litigate her grievances. Further, as described above, this matter involves an internal union matter that grants CSEA broad discretion in determining how to proceed during E-Board meetings. Even if CSEA did not follow formal procedures for ratifying the ATS, such does not constitute a per se breach of the duty of fair representation. (See Kern High Faculty Association, CTA/NEA (Maaskant) (2007) PERB Decision No. 1885.)

Therefore, even assuming the ATS was not revealed to Ms. Gibson prior to its ratification by the E-Board, the charge fails to demonstrate that CSEA breached its duty of fair representation.

III. CSEA's Withdrawal of Meritorious Grievances

Charging Party lays out, in extensive detail and through examples, Charging Party's conviction that the grievances[3] CSEA filed on behalf of Ms. Gibson had merit. Charging Party contends that CSEA's withdrawal of these alleged meritorious grievances pursuant to an agreement with the District constitutes a breach of CSEA's duty of fair representation to Ms. Gibson.

When a union withdraws a meritorious grievance, it is not the sole determinant for inferring a breach of its representational duty. Generally, PERB will dismiss charges that the duty of fair representation has been breached by refusal to pursue a grievance if a union has made an honest, reasonable determination that the grievance lacks merit. (Service Employees International Union Local 616 (Jeffers) (2004) PERB Decision No. 1675-M.) In analyzing whether an "honest judgment" has been made, PERB does not judge whether the union's assessment was "correct," but only whether that judgment had a rational basis, or was reached for reasons that were arbitrary or based upon invidious discrimination." (International Union of Operating Engineers, Local 39 (Siroky) (2004) PERB Decision No. 1618-M.) In addition, PERB has held that a union has a wide range of reasonableness in which to represent employees, even if not kindly disposed to the grievant. (United Teachers of Los Angeles (Valadez, et al.) (2001) PERB Decision No. 1453.)

Here, it appears CSEA's decision to withdraw the grievances was reasonable and based on a rational basis, since CSEA in consideration of withdrawing the grievances reached a settlement agreement (i.e. the ATS) for Ms. Gibson with favorable terms. Furthermore, there are no facts in the charge to demonstrate that had CSEA pursued the grievances in this matter, Ms. Gibson would have recovered benefits above and beyond those which she received pursuant to her contract.

Therefore, the charge fails to demonstrate that CSEA's conduct was arbitrary, discriminatory or in bad faith.

CONCLUSION

For these reasons the charge, as presently written, does not state a prima facie case. If there are any factual inaccuracies in this letter or additional facts that would correct the deficiencies explained above, Charging Party may amend the charge. The amended charge should be prepared on a standard PERB unfair practice charge form, clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of

[3] In particular, Charging Party discusses the grievances related to: (1) the District's decision to partially layoff Ms. Gibson; and (2) the adjustment's to Ms. Gibson's work hours. These grievances are addressed in the ATS.

perjury by an authorized agent of Charging Party. The amended charge must have the case number written on the top right hand corner of the charge form. The amended charge must be served on the Respondent's representative and the original proof of service must be filed with PERB. If an amended charge or withdrawal is not filed on or before November 13, 2008, PERB will dismiss your charge. If you have any questions, please call me at the above telephone number.

Sincerely,

Yaron Partovi
Regional Attorney

YP