



October 16th, 2023

Via Email To: Allison Barclay - abarclay@tvusd.us  
Danny Gonzalez - dgonzalez@tvusd.us  
Joseph Komrosky - jkomrosky@tvusd.us  
Steven Schwartz - sschwartz@tvusd.us  
Jennifer Wiersma - jwiersma@tvusd.us

Board of Education  
Temecula Valley Unified School District  
31350 Rancho Vista Road  
Temecula, CA 91710

Re: Cease and Desist - TVUSD to reopen Article 2 of the TVEA-TVUSD Collective Bargaining Agreement

Dear Board Members,

On Friday, the school board posted an online agenda for its meeting scheduled for October 17, 2023. Within that agenda was Action Item P.4, which states a desire by TVUSD to reopen Article 2 of the TVEA-TVUSD Collective Bargaining Agreement.

Please be advised that Article 29: Term of the CBA states that reopener topics must be identified in writing between January 1 and April 1. TVUSD has not previously notified the Association of a desire to reopen an additional section of the contract and attempting to do so outside of the window outlined by the CBA is a unilateral change to the terms and conditions of the contract that were previously bargained.

Further, the attached documentation on the agenda item states that it is intended to be a notification to the Association that "the District will reopen Article 2: Union Rights for the purpose of negotiating the impacts and effects of implementing Education Code section 44987." As leave is a mandatory subject of bargaining, negotiations on this topic are subject to decisional bargaining and not limited to the impacts and effects of the District's decision to unilaterally change any terms. TVEA does not consent to reopen this section, nor will our members enter into any bargaining around changes to the collective bargaining agreement related to this topic until it has been properly reopened under the terms of the agreement.

I also want to note that Education Code Section 44987(4) specifically references the ability to include additional leave beyond the minimum standard set by the section in a collective

bargaining agreement. This has further been upheld in June 2014 by the California Public Employees Relations Board in Decision No. 2378, Case No. LA-CE-5606-E, Centinela Valley Secondary Teachers Association v. Centinela Valley Union High School District. Government Code Section 3558.8(b) expands further on this by explicitly stating that “The exclusive representative or employee organization shall reimburse the public employer for all compensation paid to the employee on leave unless otherwise provided by a collective bargaining agreement or memorandum of understanding.” (emphasis added)

We believe state law is clear that any changes to this topic are within the mandatory scope of bargaining. As such, we are demanding that TVUSD cease and desist from attempting to change any provision of the CBA without properly reopening the topic in accordance with the agreement. Failure to do so may result in TVEA taking action to protect the legal rights of our members, up to and including the filing of an unfair labor practice charge with California Public Employees Relations Board.

Sincerely,

Edgar Díaz  
TVEA President

cc. (by email only): Superintendent Kimberly Velez, Ed.D  
Assistant Superintendent Francisco Arce  
Anthony Saavedra, CTA UniServ Staff