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Marysville, CA 95901

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2088 North Beale Rd.
Marysville, CA 95901

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2300 E. Gibson Rd.
Woodland, CA 95776

Yuba College - Clear Lake Campus
15880 Dam Road Extension
Clearlake, CA 95422

November 10, 2009

Donna Veal Spenser
CSEA President
2088 N. Beale Rd.
Marysville, CA 95901

Re: Negotiated Budgetary Concessions

Dear Donna Veal-Spenser:

This letter is directed to you for purposes of providing updated information with regard to potential budgetary concessions for the 2009-2010 fiscal year.

At your request, Kate Hodge and I met with you on Monday August 17, 2009, to discuss the potential of CSEA concessions. Present at the meeting with you was Jackie Harryman, Lani Aguinaldo and Patrick Meleski. The meeting went from 5:00 p.m. until approximately 7:30 p.m., and at the conclusion all agreed the meeting was very positive. Subsequent to that meeting, on August 19, 2009, you sent me an email advising me that CSEA was not interested in negotiating concessions until a reduction in force was implemented by the District.

On September 9, 2009, I sent you a letter requesting that you reconsider the position outlined in your August 19, 2009 email. The letter specifically requested that your unit discuss potential bargaining concessions with the District. You replied to the District that the local (#283) executive board did wish to consider concessions. As such, meetings ensued with the District.

In addition to the meeting noted above on August 17, the District and CSEA negotiating teams have met on the following dates:

August 20, 2009
September 10, 2009
September 24, 2009
October 1, 2009
October 15, 2009
October 29, 2009
November 5, 2009
November 9, 2009

In all of the meetings listed above, the CSEA negotiating team represented to the District that it was their interest to only pursue one possible option for concessions at a time even though the District generated a list of ideas and presented the document that CSEA had provided to the Board of Trustees. The CSEA team originally proposed the option of furloughs for CSEA unit members. After meeting and exchanging the MOU several times, the draft MOU was tentatively agreed to by both teams and signed by each respective Chief Negotiator (Alt/Spenser). As you are aware, the MOU failed vote of the unit membership. On November 4, 2009, CSEA Chief Negotiator advised the District via email: "At this time we do not intend to propose any changes or propose any other concessions."

In response, on November 5, 2009, the District confirmed with the CSEA negotiating team, during a face to face meeting, that CSEA did not intend to propose any further concessions. The CSEA team did outline that proposals from the District would be considered and that concessions for the 2010-2011 fiscal year would be considered. At the time, the District respectfully requested a document to that effect be provided to the District that clearly outlined CSEA's interests relative to potential 2009-2010 concessions and a timeline for discussion of 2010-2011 concessions. At your earliest convenience, I again request CSEA to provide a written confirmation.

On November 9, 2009, the District discussed several draft proposals with the CSEA team. After discussion, on November 10, 2009, the draft proposals were provided to the CSEA team via email. I have provided a copy of each of the draft proposals with this letter so you also have copies.

The intent and purpose of these draft MOU's and the tentative agreement that was voted down by the unit members has always been to direct the funds to rescind classified positions from the lay-off list. As you will see, each of the MOU's contains ideas that I discussed with you in our first meeting on August 17, 2009. These ideas were provided by you to the District either by submission to the Board of Trustees, through the Yuba College Council, or additional ideas that you personally forwarded to me via email. As we have discussed many times, this is an incredibly difficult time for all employees, especially classified staff that are affected by the lay-off. It is the District's sincere interest to continue to meet and negotiate possible concessions that will enable the District to rescind positions from the lay-off list. I respectfully request that CSEA continue to work positively toward potential concessions.

As in the past, the District negotiating team is looking forward to meeting with the CSEA team. The following meeting dates are currently scheduled:

November 17, 2009

December 3, 2009

December 10, 2009

December 15, 2009

Our team will continue to be available and accessible to your team. Please contact me if you have any questions.

Professionally,

A handwritten signature in black ink, appearing to read 'Al Alt', with a stylized, cursive script.

Al Alt
Yuba Community College District
Vice Chancellor Administrative Services

**Agreement between Yuba Community College District and
California Schools Employees Association #283
Memorandum of Understanding
Classified Furlough Days**

DRAFT PROPOSAL
Offered by the District 11/09/09

This Memorandum of Understanding is written to outline the provisions of the classified furlough program for the period of January 1, 2010 through June 30, 2010.

The Yuba Community College District and California Schools Employee Association Chapter #283, do hereby agree to this Memorandum of Understanding to modify the existing collective bargaining agreement between the parties to include five (5) mutually agreed upon furlough days for all classified employees covered by the collective bargaining agreement.

Of the five (5) mutually agreed upon furlough days, the District and CSEA agree that three (3) days will be put into effect on prescribed dates as follows:

March 29, 2010
March 30, 2010
June 4, 2010

The two (2) remaining furlough days will be "rolling" furlough days. The classified employee may select, at their discretion, preferable dates to utilize the two (2) "rolling" furlough days. These days are subject to management approval and shall be requested 30 days in advance. The "rolling" furlough days shall be scheduled by the classified employee no later than February 28, 2010 and shall be taken between the dates of January 1, 2010 and June 3, 2010. If the classified employee does not schedule the two (2) remaining "rolling" furlough days by February 28, 2010, the direct supervisor shall schedule the employee for these dates at the discretion of the manager. The classified employee shall record the "rolling" furlough days on the District Leave Request/Report of Absence form (for record keeping use only) once the days have been taken.

The regular monthly salary for each classified employee, covered by the collective bargaining agreement, shall be modified to reflect a deduction of one (1) day of compensation per month between February 2010 and June 2010, regardless of the actual date that furlough days are taken. In that way, each employee will experience a reduction in pay equivalent to one (1) day per month for five (5) months, equivalent to the number of furlough days taken by the classified employee throughout the remainder of the fiscal year. For those classified employees that are 10 or 11 month employees, the total number of furlough days shall be prorated. For any classified employees that are less than one (1) FTE, the amount of furlough hours deducted shall be in proportion to their FTE value. For example, a classified employee at .5 FTE shall have four (4) furlough hours each month.

All funds saved due to participation of classified staff in the furlough program shall be documented and presented to CSEA representatives. Funds from classified participation in the program shall be expended towards preserving or recalling classified positions that are currently on the lay-off list.

The furlough program agreed upon between the parties shall cease on June 30, 2010.

District Date
Tentative Agreement

CSEA Date

**Agreement between Yuba Community College District and
California Schools Employees Association #283
Memorandum of Understanding
Reduction of Salary**

DRAFT PROPOSAL

Offered by District 11/09/09

This Memorandum of Understanding is written to outline the provisions of the classified salary reduction program for the period of January 1, 2010 through June 30, 2010. The purpose of the program is to develop reductions in classified salary so that savings may be applied to preserving or recalling jobs currently on the lay-off list.

The Yuba Community College District and California Schools Employee Association Chapter #283, do hereby agree to this Memorandum of Understanding to modify the existing collective bargaining agreement between the parties to include a 3% salary reduction for all classified staff from January 1, 2009, through June 30, 2010.

The regular monthly salary for each classified employee covered by the collective bargaining agreement shall be modified to reflect a 3% reduction in salary regardless of the salary replacement of the unit member.

All funds saved due to participation of classified staff in this program shall be expended towards recall of laid-off classified positions or to mitigate reduction of classified positions.

Intent: The District funds from the savings from this program will be applied to recalling or preserving positions that are on the current lay-off list.

District Date

CSEA Date

**Agreement between Yuba Community College District and
California Schools Employees Association #283
Memorandum of Understanding
Reduction of Salary_EDD Program**

DRAFT PROPOSAL

Offered by District 11/09/09

This Memorandum of Understanding is written to outline the provisions of the classified reduction program for the period of January 1, 2009 through June 30, 2010. The purpose of the program is to develop reductions in classified salary and hours to comply with the EED program that allows funding to staff to offset reduction in hours and salary.

The Yuba Community College District and California Schools Employee Association Chapter #283, do hereby agree to this Memorandum of Understanding to modify the existing collective bargaining agreement between the parties to include a 10% salary reduction for all classified staff from January 1, 2010, through June 30, 2010. This agreement will only be placed in effect if the District is approved by the EDD for employees to receive unemployment funds to help offset the reduction.

Intent: This proposal is intended for the District and CSEA to take advantage of the EDD program that was forwarded via email to the District by CSEA President Donna Veal-Spenser and other CSEA staff members. This proposal is subject to EDD approval for funds for the program. Should the District not be approved for the program, this agreement will not be put into effect. The District provided information regarding this program to the CSEA bargaining team on November 5, 2009.

The regular monthly salary for each classified employee covered by the collective bargaining agreement shall be modified to reflect a 10% reduction in salary regardless of the salary replacement of the unit member.

Intent: This proposal is intended to coordinate with the EDD program offering offset funds to effected individuals. The EDD requires that employees remaining after lay-off must have a reduction of 10% to salary or hours.

All funds saved due to participation of classified staff in this program shall be expended towards recall of laid-off classified positions or to mitigate reduction of classified positions.

Intent: The District funds from the savings from this program will be applied to recalling or preserving positions that are on the current lay-off list.

District Date

CSEA Date

**Agreement between Yuba Community College District and
California Schools Employees Association #283
Memorandum of Understanding
Reduction of Health Plan**

DRAFT PROPOSAL

Offered by District 11/09/09

This Memorandum of Understanding is written to outline the provisions of the classified reduction of health plan for the period of January 1, 2010 through June 30, 2010. The purpose of the program must be approved by November 20, 2009 to coordinate with TCSIG special enrollment period for YCCD.

The Yuba Community College District and California Schools Employee Association Chapter #283, do hereby agree to this Memorandum of Understanding to modify the existing collective bargaining agreement between the parties such that all classified employees will reduce the health plan from the plan that the employee qualifies for to a lower plan. For example, an employee that was hired with the eligibility for Premier Plus plan will reduce to Premier. An employee hired with eligibility for Premier, will reduce to Standard. Health Plan reduction for all classified staff will be in effect from January 1, 2010, through June 30, 2010.

All funds saved due to participation of classified staff in this program shall be expended toward recall of laid-off classified positions or to mitigate reduction of classified positions.

Intent: The District funds from the savings from this program will be applied to recalling or preserving positions that are on the current lay-off list.

District Date

CSEA Date

**Agreement between Yuba Community College District and
California Schools Employees Association #283
Memorandum of Understanding
Classified Health Plan Contribution**

DRAFT PROPOSAL

Offered by District 11/09/09

This Memorandum of Understanding is written to outline the provisions of the classified Health Plan Contribution program for the period of January 1, 2010 through June 30, 2010.

The Yuba Community College District and California Schools Employee Association Chapter #283, do hereby agree to this Memorandum of Understanding to modify the existing collective bargaining agreement between the parties to include a payment by all classified staff that are eligible for District paid health benefits to contribute \$100 per month towards the premium of their health benefits from January 1, 2010, through June 30, 2010.

Each classified staff member will pay, through salary reduction agreement, \$100 toward a share of the health benefit premium. The salary deduction for the health benefit premium will be on a pre-tax basis.

All funds saved due to participation of classified staff in this program shall be expended towards recall of laid-off classified positions or to mitigate reduction of classified positions.

Intent: The District funds from the savings from this program will be applied to recalling or preserving positions that are on the current lay-off list.

District

Date

CSEA

Date