



San Joaquin Public Employees Association

July 1, 1993

Richard Swartzell
761 Paloma Ct.
Manteca, California 95336

Dear Richard:

This letter is to confirm recent conversations I have had with you in regards to current negotiations and also some concerns you have expressed to me over the past year in regards to your position with the Mosquito Abatement District.

You approached me and informed me that you had several concerns in regards to issues that you felt had not been adequately addressed in the past and that you may be interested in pursuing some of these with the Association's assistance. I told you that we could review these together and on a case by case basis to determine what could be done to resolve any outstanding issues. I also stated that I had a concern about timeliness but we could review and discuss each on its own merits. You agreed to write me a list and/or meet with me to discuss these issues.

We pursued one issue to what I believe was a very satisfactory result - clearing your personnel file of some negative information and being assured that this information had not been shared with anyone else. Also, we were able to negotiate with the District some language controlling documents placed in employees personnel files.

After that issue was resolved, I again offered to discuss your other concerns. Your response was that you would let those issues go at this time.

I have been representing the Supervisory Unit of the Mosquito Abatement District in contract negotiations for the past several months. The Supervisory class has a long-standing concern about their salaries and the internal relationship to the classifications they supervise. During the last set of contract negotiations the Supervisors were the only class of individuals in the Supervisory Unit. During that set of negotiations, I understand that they approached the District to request equity salary increases based on two factors: 1) there was not a large enough jump between their salaries and the technicians which they supervise, and 2) they were concerned that the classifications of mechanic, pilot and entomologist received more salary than they did, when they had no supervisory responsibilities.

Richard Swartzell
July 1, 1993
Page Two

During those negotiations, the Supervisors's bargained for and received a 2% equity increase over the term of the two-year contract. The District also agreed to meet to continue to discuss further equity increases for the sole purpose of making a larger distinction in pay between the supervisory classifications and the people they supervise only. The District did not accept the argument that the supervisors' equity issue should be based on any other classes other than those they supervise.

Your classification moved into the Supervisory bargaining unit during the term of that agreement and since the negotiated language for the equity increase stated "Effective ... all employees of this bargaining unit shall receive an equity adjustment of ...", you also received the equity increases even though that was not the intent of the language.

Since that agreement was negotiated and continuing throughout these negotiations, the job steward for the Supervisor's unit and myself have met with the District to attempt to negotiate these continuing equity increases for the supervisors. At the very beginning of these meetings, the District's negotiator made it clear that the District's position has not changed. That is that your job classification is completely separate from the supervisor's classification and, while you received the equity increases over the last two years due to the wording of the language in the contract, they were in no way interested in including your classification in any of the discussions on the equity increases.

Even in light of this, we continued to attempt to negotiate an equity increase for you while addressing the needs of the supervisors and the District's willingness to negotiate some equity changes for them. As a part of the negotiations, we proposed the equity increase for your position to the District. We have discussed this proposal every time we have met. The District negotiator has continued to make it very clear that they see your classification as substantially different than the supervisor classification and that they are not interested in giving you an equity increase just because it is negotiated for by the supervisors. The District negotiator has asked for additional information to support our request for an equity increase.

I relayed this information to you at the beginning of this process and informed you that I would need some support for your proposal, i.e., comparison of your salary to Entomologists in other Districts, disparity issues, etc. I received nothing from you. Last week, when I met with the members of the supervisory

Richard Swartzell
July 1, 1993
Page Three

unit to discuss the status of current negotiations, you expressed concerns that we withdrew the proposal on your equity increase from the bargaining proposals. Indeed, we did eventually drop this issue in an attempt to reach agreement on the entire package and due to the fact that we could not justify the proposal any longer.

At that meeting and in a subsequent telephone conversation with you, you stated that you believed an equity increase was justified due to some benefits you had in the past that were taken away from you without the benefit of negotiations, and also because of a salary increase that you were not given when you first began work for the District 14 years ago. This was the first time I had been apprised on any of this information. You also stated that these benefits had been taken away from you approximately three years ago.

After our telephone conversation and pursuant to the above, I believe I need to make some things very clear:

1. Whether or not the supervisors themselves believe (or believed) that their equity increases are justified based on the fact that your salary is higher than theirs has no bearing on current negotiations for your equity increase. The District has made it clear that they see no ties in your job classifications and they are making an offer of equity increases to the supervisors based on the correlation of their salaries and the individuals they supervise.
2. I cannot justify a salary increase for you because you believe you should have received one when you first began work 14 years ago.
3. If negotiable items (all matters relating to wages, hours, and other terms and conditions of employment) were taken away from you (as you appear to be alleging), you had a right at that time to negotiate the impact. However, the timeframe to attempt to negotiate those issues is limited by legal statute. The timeframe for those issues expired long ago.

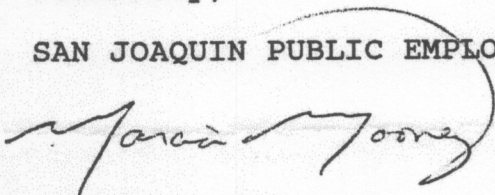
I have informed you that I would be willing to review a list of your concerns and the items you allege were taken away from you and discuss these concerns with the District negotiator. I need to be clear, though, that there are no guarantees that the District will accept your concerns and give you an equity increase. As you know, if we are unable to meet your request for an equity increase during the current contract

Richard Swartzell
July 1, 1993
Page Four

negotiations, you may reflect your final decision on the entire package upon request for ratification when agreement is reached with the District on a final contract.

Sincerely,

SAN JOAQUIN PUBLIC EMPLOYEES ASSOCIATION

A handwritten signature in cursive script that reads "Marcia Mooney". The signature is written in dark ink and is positioned above the typed name.

Marcia Mooney
Sr. Employee Relations Representative

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cc: ✓ Duane Bridgewater
David V. Platt, SJPEA General Manager