

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



GLENDORA TEACHERS ASSOCIATION,)
) Case No. LA-CE-3052
Charging Party,)
) Request for Reconsideration
v.) PERB Decision No. 876
)
GLENDORA UNIFIED SCHOOL DISTRICT,) PERB Decision No. 876a
)
Respondent.) July 1, 1991
_____)

Appearances: California Teachers Association by Charles R. Gustafson, Attorney, for Glendora Teachers Association; Parker, Covert & Chidester by Michael L. Owens, Attorney, for Glendora Unified School District.

Before Hesse, Chairperson; Shank and Camilli, Members.

DECISION

CAMILLI, Member: This case is before the Public Employment Relations Board (PERB or Board) on a request for reconsideration filed by the Glendora Teachers Association (GTA) of the Board's decision in Glendora Unified School District (1991) PERB Decision No. 876. In that decision, the Board denied GTA's appeal of a Board agent's dismissal of its unfair practice charge on the grounds that the GTA failed to state a prima facie case of a unilateral change. The Board also held that the Board agent did not exceed his authority by examining the plain and unambiguous language of the contract provisions in question to determine if a prima facie case was stated.

For the reasons expressed below, we deny the request to reconsider that decision.

DISCUSSION

PERB Regulation 32410(a)¹ states, in pertinent part:

The grounds for requesting reconsideration are limited to claims that the decision of the Board itself contains prejudicial errors of fact, or newly discovered evidence or law which was not previously available and could not have been discovered with the exercise of reasonable diligence.

GTA contends, as it did in its appeal of the Board agent's dismissal, that the Glendora Unified School District's (District) action in granting a counselor release time to make four separate presentations at seminars sponsored by the local county office of education constituted a unilateral change in policy as established by Articles 4.2 and 4.3 of the collective bargaining agreement. Specifically, GTA asserts that the District's action: (1) was not within the meaning of "temporary exception" as that term is used in Article 4.3; (2) was not in accordance with the criteria for a District decision as set forth in Article 4.5; and (3) constituted a change in the practice of not granting such leaves. In support of these arguments, GTA argues that the "true meaning" of the contract provisions in question is that release time will be granted only on the basis of the criteria established in Article 4.5 (e.g., ". . . based on the educational needs of the school and the professional need for teachers to be available to students, parents, and administrators.").

¹PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

These arguments, however, merely restate the arguments made by GTA in its previous appeal. Moreover, GTA fails to identify any prejudicial errors of fact contained in the Board's decision, nor is its request based on newly discovered evidence or law which was not previously available and could not have been discovered with the exercise of reasonable diligence. Accordingly, GTA's request for reconsideration of PERB Decision No. 876 is denied.

ORDER

In accordance with PERB Regulation 32410, the request for reconsideration of PERB Decision No. 876 is hereby DENIED.

Chairperson Hesse and Member Shank joined in this Decision.