

# CLIENT NEWS BRIEF

## New Law Imposes Written Notice Requirement on School Employers Related to Collective Bargaining

Governor Brown recently signed into law Assembly Bill (AB) 1611, effective January 1, 2015. AB 1611 amends Government Code section 3543.2 to require public school employers to provide "reasonable written notice" to an exclusive representative of the employer's intent to make any change to matters within the scope of representation. The purpose of the written notice is to provide the exclusive representative "a reasonable amount of time to negotiate" the proposed change with the employer.

Under the Educational Employment Relations Act (EERA), employee organizations have the right to represent their members in employment relations with public school employers. Government Code section 3543.2 provides that the scope of representation is limited to matters relating to "wages, hours of employment, and other terms and conditions of employment." Public Employment Relations Board (PERB) decisions have long supported the right of exclusive representatives to receive notice of and an opportunity to negotiate any proposed change relating to matters within the scope of representation. However, unlike other bodies of law dealing with other public employee groups, such as the Myers-Milias-Brown Act governing cities, there was no statutory provision in the EERA that explicitly mandated a public school employer to give reasonable, *written* notice of the employer's intent to make changes to matters within the scope of representation. According to proponents of AB 1611, this caused the exclusive employee representatives to frequently file claims with PERB to enforce their rights to such receive written notice.

While proponents of the bill claim that AB 1611 provides clarification to both employers and employee representatives regarding a public school employer's obligation to give notice of a proposed negotiable change, the bill has the potential to do just the opposite. Specifically, AB 1611 does not define what constitutes "reasonable written notice" for purposes of giving a "reasonable amount of time to negotiate." Therefore, this change to the law may actually lead to more uncertainty as opposed to clarity regarding an employer's notice obligations. Further, AB 1611 may place a significant burden on school districts if "notice" and "reasonable amount of time" are not subsequently defined by PERB in the employer's favor.

In light of the above, public school employers must be mindful of this new written notice requirement if they intend to implement a change that impacts a matter within the scope of representation. While the law is not clear with regard to what the written notice must look like or the timelines required by the law, public school employers should ensure they clearly articulate the proposed change in writing and should err on the side of caution in determining how much advanced notice to provide in order to ensure a "reasonable time to negotiate."

If you have any questions regarding the above, please contact one of our [eight offices](#) located statewide. You can also visit our [website](#), follow us on [Facebook](#) or [Twitter](#), or download our [Client News Brief App](#).

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