



PERB
California Public Employment
Relations Board

Sacramento Regional Office
1031 18th Street
Sacramento, CA, 95811-4124
Telephone: (916) 327-8384
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July 8, 2020

Jacob Rukeyser, Attorney
California Teachers Association
1705 Murchison Drive
Burlingame, CA 94011-0921

Kate Holding, Attorney
Gabriela D. Flowers, Attorney
Lozano Smith
1 Capitol Mall, Ste. 640
Sacramento, CA 95814

Re: *Sacramento City Teachers Association v. Sacramento City Unified School District*
Unfair Practice Charge No. SA-CE-2966-E
COMPLAINT

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within 20 calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.¹ The required contents of the **ANSWER** are described in PERB Regulation 32644(b). If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**.

Also enclosed is a Notice of Informal Conference informing you that an informal settlement conference has been scheduled. If you are unable to meet on the date specified, please follow the instructions in the second paragraph of the notice. All inquiries, filings, and correspondence in this matter should be directed to me.

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

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Sincerely,

A handwritten signature in black ink, appearing to read "Sheena J. Farro". The signature is fluid and cursive, with the first name being the most prominent.

Sheena J. Farro
Regional Attorney

SJF

Enclosure

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, Sacramento Regional Office, 1031 18th Street, Sacramento, CA, 95811-4124.

On July 8, 2020, I served the Complaint Cover With Notice regarding Case No. SA-CE-2966-E on the parties listed below by

Placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

Personal delivery.

Facsimile transmission in accordance with the requirements of PERB regulations 32090 and 32135(d).

Electronic service (e-mail).

Jacob Rukeyser, Attorney
California Teachers Association
1705 Murchison Drive
Burlingame, CA 94011-0921
Email: jrukeyser@cta.org

Kate Holding, Attorney
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1 Capitol Mall, Ste. 640
Sacramento, CA 95814
Email: gflowers@lozanosmith.com
Email: kholding@lozanosmith.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 8, 2020, at Sacramento, California.

S. Taylor

(Type or print name)



(Signature)

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



SACRAMENTO CITY TEACHERS
ASSOCIATION,

Charging Party,

v.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

Respondent.

Case No. SA-CE-2966-E

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3543.5, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3541.3(i) and 3541.5 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an exclusive representative within the meaning of Government Code section 3540.1(e) of an appropriate unit of employees.
2. Respondent is a public school employer within the meaning of Government Code section 3540.1(k).
3. Before March 21, 2019, Respondent's policies concerning salary, including salary schedules and specific extra-duty stipends, for employees and substitute teachers were established in the parties' collective bargaining agreement.
4. Before March 21, 2019, Respondent's policies allowed employees to use sick leave for reasons of compelling personal importance, employees were not required to provide a physician's verification of illness or satisfactory evidence when using sick leave for such reasons.

5. On or about March 21, 2019, Respondent changed these policies by adopting Resolution 3073, which allowed:
 - a. Respondent's superintendent or designee the "discretionary authority to remunerate employees beyond the salary schedule (premium pay) for performing additional assigned duties;"
 - b. Respondent's superintendent authority to employ "substitute employees" and pay them "at a daily rate that shall not exceed \$500 unless otherwise approved by the Board";
 - c. Respondent to "require a physician's certification from any employee who is absent on the date of [a suspected concerted withdrawal of services by employees] and who files a claim for sick leave benefits or other entitlements for the absence," regardless of the employee's reason for the absence.
6. Respondent engaged in the conduct described in paragraph 5 without prior notice to Charging Party and without having afforded Charging Party an opportunity to negotiate the decision to implement the change in policy and/or the effects of the change in policy.
7. By the acts and conduct described in paragraphs 5 and 6, Respondent failed and refused to bargain in good faith in violation of Government Code section 3543.5(c).
8. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 3543.5(a).
9. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code section 3543.5(b).

10. Respondent's adoption of Resolution 3073 authorizes the Respondent to provide premium pay to bargaining unit members and substitute teachers who work during a work stoppage.


11. By the acts and conduct described in paragraph 10, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

12. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: July 8, 2020

J. Felix De La Torre
General Counsel

By 

Kimberly J. Procida
Regional Attorney