



**PERB**  
California Public Employment  
Relations Board

Sacramento Regional Office  
1031 18th Street  
Sacramento, CA, 95811-4124  
Telephone: (916) 591-3167



September 27, 2021

Jacob Rukeyser, Attorney  
California Teachers Association  
1705 Murchison Drive  
Burlingame, CA 94010-0921

Dulcinea Grantham, Attorney  
Lozano Smith  
2001 North Main, Suite 500  
Walnut Creek, CA 94596

Re: *Sacramento City Teachers Association v. Sacramento City Unified School  
District*  
Unfair Practice Charge No. SA-CE-3049-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 twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.<sup>1</sup> 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**. Please be aware that once legal counsel is designated, PERB will only correspond with that individual(s).

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned. Designated legal counsel who do not attend the Informal Conference for any reason, must designate in writing

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<sup>1</sup> 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](http://www.perb.ca.gov).

Unfair Practice Charge No. SA-CE-3049-E

September 27, 2021

Page 2

consent that the meeting go forward in their absence, including, but not limited to the execution of a settlement agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Procida', with a long horizontal flourish extending to the right.

Kimberly J. Procida  
Regional Attorney

Enclosure

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



SACRAMENTO CITY TEACHERS  
ASSOCIATION, CTA/NEA,

Charging Party,

v.

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

Respondent.

Case No. SA-CE-3049-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. Respondent is a public school employer within the meaning of Government Code section 3540.1(k).
2. Charging Party is the exclusive representative within the meaning of Government Code section 3540.1(e) of Respondent's employees that are in the certificated bargaining unit (Unit).

**I. REFUSAL TO BARGAIN (COUNT ONE)**

3. On or about July 1, 2021, during negotiations for a successor contract, Respondent's agents, informed Charging Party that it would not bargain over the allocation of additional governmental funding to increase student instructional, provide smaller class sizes, and enhance employee pay & benefits.

4. By the acts and conduct described in paragraph 3, Respondent failed and refused to bargain in good faith with Charging Party in violation of Government Code section 3543.5(c).

5. By the acts described in paragraph 4, Respondent interfered with the rights of bargaining unit employees to be represented by Charging Party, concurrently or derivatively, in violation of Government Code section 3543.5(a).

6. By the acts described in paragraph 4 Respondent also denied Charging Party its right to represent bargaining unit employees, concurrently or derivatively, in violation of Government Code section 3543.5(b).

## **II. REFUSAL TO BARGAIN (COUNT TWO)**

7. In or about July 2021—following Charging Party’s presentation of its “Back to School Better” bargaining proposal addressing among other things, class sizes and Unit member salaries and benefits—Respondent’s agent Superintendent Jorge Aguilar (Superintendent Aguilar) advised that Respondent did not consider such a proposal “to be a negotiations proposal.” Subsequently, Respondent’s negotiators took the new position that they would not bargain over the “Back to School Better” proposal(s).

8. By the acts and conduct described in paragraph 7, Respondent failed and refused to bargain in good faith with Charging Party in violation of Government Code section 3543.5(c).

9. By the acts described in paragraph 8, Respondent interfered with the rights of bargaining unit employees to be represented by Charging Party, concurrently or derivatively, in violation of Government Code section 3543.5(a).

10. By the acts described in paragraph 8 Respondent also denied Charging Party its right to represent bargaining unit employees, concurrently or derivatively, in violation of Government Code section 3543.5(b).

### **III. REFUSAL TO BARGAIN (COUNT THREE)**

11. As of August 19, 2021 and continuing, Respondent has failed or refused to respond to Charging Party's July 27, 2021 proposal for bargaining ground rules, and instead informed Charging Party at each bargaining session that Respondent's bargaining team "has nothing at this time."

12. By the acts and conduct described in paragraph 11, Respondent failed and refused to bargain in good faith with Charging Party in violation of Government Code section 3543.5(c).

13. By the acts described in paragraph 12, Respondent interfered with the rights of bargaining unit employees to be represented by Charging Party, concurrently or derivatively, in violation of Government Code section 3543.5(a).

14. By the acts described in paragraph 12 Respondent also denied Charging Party its right to represent bargaining unit employees, concurrently or derivatively, in violation of Government Code section 3543.5(b).

### **IV. SURFACE BARGAINING (COUNT FOUR)**

15. Since February 2019 and continuing through at least August 2021, Respondent and Charging Party were meeting and negotiating, pursuant to Government Code section 3543.3, over a successor contract. During this period of time, the following occurred:

- a. Respondent's negotiators lacked adequate authority as exemplified by the following conduct :

- i. During bargaining over the additional governmental funds (described in Count One above), Respondent's bargaining team never took the position that these were one-time funds over which it could not or would not negotiate. Then, Superintendent Aguilar—who is not a member of the Respondent's bargaining team and has never participated in negotiations—announced that these were not issues over which the Respondent would negotiate, after which the Respondent refused to negotiate over these matters.
- ii. During bargaining over Charging Party's "Back to School Better" proposal (described in Count Two above), Respondent's bargaining team never took the position that this was a proposal over which it could not or would not negotiate. Then, Superintendent Aguilar announced that this was not a proposal over which Respondent would negotiate, after which the Respondent's refused to negotiate over these matters.
- iii. On June 23, 2021, Respondent was unable to answer whether its bargaining team was authorized to sign tentative agreements.
- iv. At the July 29, and August 3, 5, and 10 bargaining sessions, Respondent refused to discuss its own compensation proposal, on the grounds that the "right people" were absent. Respondent's bargaining team—including Respondent's lead negotiator Pam Manwiller—were unable to negotiate this matter.

- v. At the July 29, August 3, 5, and 10 bargaining sessions, Respondent refused to discuss, among other matters, class size and compensation, because the “right people” were absent.
- b. Respondent hampered negotiations by failing or refusing to identify authorized negotiators as exemplified by the following conduct:
  - i. Although Respondent has identified Manwiller as its lead negotiator, Manwiller was unable to state whether she has authority to conclude tentative agreements and by the many times that Manwiller and her team have said one thing, only later to be countermanded by Superintendent Aguilar, as alleged in subparagraph a. of Paragraph 15, above.
  - ii. Although Respondent has informed Charging Party that Superintendent Aguilar is not participating in the bargaining process, this has repeatedly been called into question, by Superintendent Aguilar’s interventions into the bargaining process, as evidenced by, but not limited to, his communications with Charging Party, taking positions contrary to those taken earlier by Respondent’s bargaining team, and his solicitation of bargaining proposals that the Respondent’s bargaining team is unprepared or uninterested in discussing, as alleged in Counts I – III above.
- c. Respondent engaged in dilatory bargaining conduct, as exemplified by the following conduct:
  - i. On July 29, 2021, Respondent’s negotiating team informed Charging Party that it was unprepared to discuss or bargain over

the Respondent's own compensation proposal, because the "right people"—identified as Respondent's Chief Human Resource Officer Cancy McArn and Respondent's Chief Business Officer Rose Ramos—were absent. Respondent stated that these administrators would attend the next bargaining session to permit bargaining over compensation; however, Respondent failed to bring either McArn or Ramos to the next three bargaining sessions.

- ii. On July 29, 2021, Respondent advised that it was unprepared to discuss or bargain over Charging Party's professional development and other proposals, because Charging Party had not earlier shared written proposals with Respondent. When Charging Party inadvertently failed to provide these written proposals after that bargaining session, Respondent team never followed up on the request or reminded Charging Party to provide the proposals. Though Charging Party provided written proposals in advance of the next session on August 3, 2021, Respondent's team claimed that it did not receive the proposals sufficiently in advance of the bargaining session to bargain over them.
- iii. On July 29, 2021, Respondent informed Charging Party that it was unprepared to discuss or bargain over class size and other matters within the scope of representation because the "right people" were not present.
- d. Respondent's caused difficulty in conducting a meaningful dialogue in negotiations because Respondent's lead negotiator (Manwiller) failed or



refused to participate via videoconferencing during negotiations; and instead appeared only via audio conference.

16. By the totality of the conduct included in, but not limited to, those described in each subparagraph of paragraph 15, Respondent failed and refused to meet and negotiate in good faith with Charging Party in violation of Government Code section 3543.5(c).

17. By the acts described in paragraph 16, Respondent interfered with the rights of bargaining unit employees to be represented by Charging Party, concurrently or derivatively, in violation of Government Code section 3543.5(a).

18. By the acts described in paragraph 16 Respondent also denied Charging Party its right to represent bargaining unit employees, concurrently or derivatively, in violation of Government Code section 3543.5(b).

#### **V. FAILURE TO PROVIDE INFORMATION (COUNT FIVE)**

19. On or about June 23, 2021, Charging Party requested the following information that is relevant and necessary to Charging Party's discharge of its duty to represent employees: any and all correspondence, including text messages and emails," and "any notes of meetings, telephone calls, Zoom conferences or other communications," between "District administrators and the Sacramento County Office of Education [SCOE] and/or fiscal advisor related to collective bargaining between the District and SCTA from August 1, 2018 to the present."

20. On or about July 19, 2021, Respondent provided a response to the request. Respondent refused to furnish an unspecified number of admittedly responsive documents, solely on the grounds that they are exempt from production under various provisions of the California Public Records Act.

21. By the conduct described in paragraph 20, Respondent failed and refused to meet and negotiate in good faith with Charging Party in violation of Government Code section 3543.5(c).

22. By the acts described in paragraph 21, Respondent interfered with the rights of bargaining unit employees to be represented by Charging Party, concurrently or derivatively, in violation of Government Code section 3543.5(a).

23. By the acts described in paragraph 21 Respondent also denied Charging Party its right to represent bargaining unit employees, concurrently or derivatively, 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: September 27, 2021

J. Felix De La Torre  
General Counsel

By   
\_\_\_\_\_  
Yaron Partovi  
Senior Regional Attorney

## 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 September 27, 2021, I served the Complaint Cover Letter regarding Case No. SA-CE-3049-E on the parties listed below by

I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Sacramento, California.

Personal delivery.

Electronic service (e-mail).

Jacob Rukeyser, Attorney  
California Teachers Association  
1705 Murchison Drive  
Burlingame, CA 94010-0921  
Email: jrukeyser@cta.org

Dulcinea Grantham, Attorney  
Lozano Smith  
2001 North Main, Suite 500  
Walnut Creek, CA 94596  
Email: dgrantham@lozanosmith.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 27, 2021, at Sacramento, California.

S. Taylor

(Type or print name)



(Signature)