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07/25/22 12:24 PM

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD

# UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 07/25/2022

**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES  If so, Case No \_\_\_\_\_ NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: Teamsters Local 2010

b. Mailing Address: 7730 Pardee Lane, Second Floor, Oakland, CA 94621

c. Telephone number: (510) 845-2221

d. Name and title of agent to contact: Susan Garea, Attorney E-mail Address: sgarea@beesontayer.com  
Telephone number: (415) 608-1382 Fax No.: (510) 625-8275

e. Bargaining Unit(s) involved: Skilled Trades

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: Regents of the University of California

b. Mailing Address: 1111 Franklin Street, 8th Floor, Oakland, CA 94607

c. Telephone number: (510) 987-0933

d. Name and title of agent to contact: Allison Woodall, Deputy General Counsel E-mail Address: allison.woodall@ucop.edu  
Telephone number: (510) 506-0769 Fax No.: (510) 987-9757

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:  
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:  
b. Mailing Address:  
c. Agent:

## 5. GRIEVANCE PROCEDURE

<sup>1</sup>An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

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07/25/22 12:24 PM

Yes  No  Unknown

**6. STATEMENT OF CHARGE**

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are: 3565, 3571(a), (b), (c)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (*a copy of the applicable local rule(s) MUST be attached to the charge*):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

See Attached

**DECLARATION**

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Susan Garea  
(Type or Print Name)

/s/ Susan Garea  
(Signature)

07/25/2022  
Date

## Attachment 6d to Unfair Practice Charge

### **Introduction**

The Charging Party, Teamsters Local 2010 (the “Union”), brings this charge against the Respondent, the University of California, San Diego (“UCSD”), collectively the “Parties,” on the grounds that the Respondent has engaged in bad faith bargaining by refusing to respond to the Union’s bargaining proposals, failing to bring anyone with authority at the bargaining table and failing to meet with the Union at reasonable times.

### **Parties**

1. At all times relevant herein, Teamsters Local 2010 (the “Union”) is and has been an employee organization within the meaning of the Higher Education Employer-Employee Relations Act (“HEERA,” Gov. Code § 3560 et. seq.). (Cal. Gov. Code § 3562(f).) Teamsters Local 2010 represents the skilled crafts unit at UCSD.
2. At all times relevant herein, the University of California, San Diego (the “University” or “UCSD”) is and has been an employer within the meaning of HEERA. (Cal. Gov. Code § 3562(h).)

### **Statement of Facts**

3. Teamsters Local 2010 and UCSD are in negotiations for a successor MOU. The parties are currently negotiating over economics.
4. On or about March 18, 2022, the Union passed its first wage proposal. On or about April 28, 2022, UCSD passed a counterproposal and its first wage proposal. On or about May 13, 2022, the Union passed a counterproposal on wages. To date, the Union has received no response on its wages proposal of May 13, 2022.
5. UCSD cancelled the bargaining session scheduled for July 22, 2022 and still has not responded to the Union’s wage proposal. During this time, UCSD has made no economic proposals.
6. UCSD has advised that its Chancellor must approve all wage proposals and that its Chancellor is unavailable, thus, UCSD has provided no one at the table with the authority to negotiate over wages.

### **Argument**

7. HEERA requires that “[h]igher education employers, or such representatives as they may designate, shall engage in meeting and conferring with the employee organization selected as exclusive representative of an appropriate unit on all matters within the scope of representation.” (Cal. Gov. Code § 3570.)
8. HEERA also makes it unlawful for a higher education employer to “[r]efuse or fail to engage in meeting and conferring with an exclusive representative.” (Cal. Gov. Code § 3571(c).)

9. HEERA defines “meet and confer” as “the performance of the mutual obligation of the higher education employer and the exclusive representative of its employees to meet at reasonable times and to confer in good faith with respect to matters within the scope of representation and to endeavor to reach agreement on matters within the scope of representation.” (Cal. Gov. Code § 3562(m).)
10. The obligation to bargain in good faith means a subjective attitude which requires a genuine desire to reach agreement. Examples of indicia of bad faith include: (1) a party’s failure to act on the other side’s proposals or to offer counterproposals; (2) efforts to renege on previously agreed-upon ground rules; (3) insistence on extraneous conditions, such as unions’ withdrawal of grievances and unfair practice charges prior to beginning salary negotiations; (4) dilatory conduct in scheduling and attending negotiation sessions; (5) attempts to modify previously settled issues; (6) premature declaration of impasse; (7) “piecemeal” or “fragmented” bargaining that arbitrarily limits the range of possible compromises by declaring certain mandatory subjects of bargaining off limits until complete agreement is reached on all other subjects; and (8) separate, contemporaneous unfair labor practices at or away from the bargaining table. PERB has rejected a categorical rule that one indicium of bad faith is insufficient to establish bad faith as inconsistent with the “totality of the circumstances” test. (*City of San Jose* (2013) PERB Dec. No. 2341-M.)”
11. The University’s conduct in bargaining evinces its bad faith and intent to frustrate the process.
12. The University has delayed in making economic proposals. It has been three months since it made any economic proposal. The University has not responded to the Union’s wage proposal for two months.
13. The University has failed to secure the authority necessary to bargain and, therefore, cancelled the last bargaining session and has provided no response to the Union’s proposal.
14. The totality of the circumstances demonstrate that the University has engaged in bad faith bargaining.

### **Remedy**

Wherefore, the Charging Party requests that the University be ordered to:

1. Cease and desist violating its duty to bargain in good faith;
2. Bargain in good faith with the Union;
3. Post a notice and distribute the notice electronically informing all members of the CX unit of the University’s unlawful conduct, describing its actions to remedy the unlawful conduct, and assuring them that the University will comply with its HEERA obligations in the future;

4. Make the Union whole, including compensating the Union for any costs for the cancelled bargaining sessions and the cost of bringing the instant charge; and
5. Comply with any other remedy that PERB deems just and proper.

**PROOF OF SERVICE**

I declare that I am a resident of or employed in the County of Sacramento,  
State of California. I am over the age of 18 years. The name and address of my  
Residence or business is Beeson, Tayer & Bodine, 520 Capitol Mall, Suite 300, Sacramento, CA 95814

On July 25, 2022, I served the PERB Unfair Practice Charge [PERB-61];  
(Date) (Description of document(s))

and Attachment 6(d) in Case No. \_\_\_\_\_  
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

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;

electronic service - I served a copy of the above-listed document(s) by  
transmitting via electronic mail (e-mail) or via e-PERB to the electronic service  
address(es) listed below on the date indicated. (May be used only if the party  
being served has filed and served a notice consenting to electronic service or has  
electronically filed a document with the Board. See PERB Regulation 32140(b).)

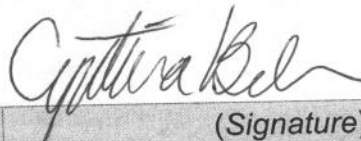
(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Allison Woodall, Deputy General Counsel  
1111 Franklin Street, 8th Floor  
Oakland, CA 94607-5200  
Email: allison.woodall@ucop.edu; UCPERB@ucop.edu

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and that this declaration was executed on July 25, 2022,  
(Date)

at Sacramento, California.  
(City) (State)

Cynthia J. Belcher, Legal Secretary



(Type or print name)

(Signature)