



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No: _____ Date Filed: _____

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 PUBLIC¹

a. Full name: Service Employees International Union, Local 521
b. Mailing address: 334 Monterey Street, Salinas, California 93901
c. Telephone number: (831) 784-2561
d. Name and title of person filing charge: Kerianne R. Steele, Attorney E-mail Address: ksteele@unioncounsel.net
Telephone number: (510) 337-1001 Fax No.: (510) 337-1023
e. Bargaining unit(s) involved: Unit J

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

a. Full name: County of Monterey
b. Mailing address: 168 West Alisal Street, 3rd Floor, Salinas, California 93901
c. Telephone number: (831) 755-5115
d. Name and title of agent to contact: Dr. Lew Baumann, County Administrative Officer E-mail Address: _____
Telephone number: (831) 755-5115 Fax No.: _____

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 Government Code section 18524.)

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

¹ 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.
PERB-61 (7/22/2014)

5. GRIEVANCE PROCEDURE

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

Yes No

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 sec. 3540 et seq.)
- Ralph C. Dills Act (Gov. Code sec. 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code sec. 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code sec. 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code sec. 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code sec. 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code sec. 71800 et seq.)
- In-Home Supportive Services Employer-Employee Relations Act (Gov. Code, § 110000 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Gov't Code secs. 3502, 3503, 3504.5, 3505

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

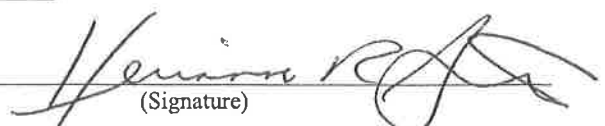
I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on June 7, 2016

See attached
Verification of
Frank Garden

at Alameda, California
(City and State)

(Date)

Kerianne R. Steele
(Type or Print Name)



(Signature)

Title, if any: Attorney

Mailing address: 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501

Telephone Number: (510) 337-1001 E-Mail Address: ksteele@unioncounsel.net

APPENDIX
STATEMENT OF THE CHARGE (Section 6.d)

1. The Charging Party, Service Employees International Union, Local 521 (“SEIU”) is and has been at all times material hereto a recognized employee organization within the meaning of Gov’t Code § 3501(b) and is and has been recognized by the County of Monterey as an employee organization that represents a number of its employees in appropriate bargaining units.
2. The County of Monterey (“County”) is a public agency within the meaning of Gov’t Code § 3501(c). At all times material hereto, the County has been the employer of numerous members of SEIU, including members who work for the County’s Resource Management Agency.
3. The County and SEIU are parties to a Memorandum of Understanding (“MOU”), which sets forth the wages, hours and terms and conditions of employment of employees in Unit J, and has a term of July 1, 2013 to June 30, 2016. A true and correct copy of the parties’ MOU applicable to Unit J is attached hereto, marked as **Exhibit A**, and is incorporated by reference as though fully set forth at length.

The County refused to engage with SEIU in effects bargaining

4. On or about May 12, 2016, SEIU learned that the County had made a decision to transfer the primary work location of several SEIU-represented employees from Salinas to Greenfield. The County informed employees of its decision via a memorandum dated May 9, 2016. A true and correct copy of the memorandum is attached hereto, marked as **Exhibit B**, and is incorporated by reference as though fully set forth at length. The County did not provide SEIU notice that it intended to transfer the primary work location of SEIU-represented employees from Salinas to Greenfield. SEIU learned about this indirectly from its members.
5. On or about May 18, 2016, Frank Garden (“Garden”), who is employed as a Contract Enforcement Specialist for SEIU, sent an e-mail to Margarita Arista (“Arista”), who is employed as a Senior Personnel Analyst for the County, demanding that the County engage SEIU in effects bargaining over the County’s decision to transfer the employees’ work location from Salinas to Greenfield. In the email, Garden expressed the concern that the County expects SEIU members to commute from Salinas to Greenfield on their own time, without additional compensation, and with additional wear and tear on their privately-owned vehicles. A true and correct copy of Garden’s e-mail to Arista is attached hereto, marked as **Exhibit C**, and is incorporated by reference as though fully set forth at length.
6. On or about May 31, 2016, Arista sent an e-mail to Garden informing him that the County does not agree that it must meet and confer with SEIU over the impacts of the County’s decision on SEIU-represented employees, and that the County would proceed with transferring the work location of the employees. A true and correct copy of Arista’s e-mail to Garden is attached hereto, marked as **Exhibit D**, and is incorporated by reference as though fully set forth at length.

7. The County sought no clarification or statement of justification for SEIU's demand. The County simply categorically refused to provide SEIU an opportunity to meet and confer over the effects of its decision to transfer SEIU-represented employees from Salinas to Greenfield.
8. Despite SEIU demanding to meet and confer with the County over the effects of its decision to transfer SEIU-represented employees from Salinas to Greenfield, the County refused to meet, and stated that it would proceed with effectuating the transfers.
9. Government Code section § 3504 of the Meyers-Milias-Brown Act ("MMBA") defines the scope of representation as including "all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment." Indisputably, a longer commute, greater costs incurred by employees as a consequence of that commute, and the greater likelihood that employees may be delayed by traffic and subjected to discipline for reporting to work late, are all subjects within the scope of representation.
10. Under Government Code sections 3502, 3503, 3504.5 and 3505, the County has a duty to give the SEIU notice and an opportunity to bargain over reasonably foreseeable effects of the County's decision within the scope of representation before implementing a managerial decision. This duty exists regardless of whether the decision itself is negotiable, as a unilateral change has a "destabilizing and disorienting impact on employer/employee affairs." (*County of Santa Clara* (2013) PERB Decision No. 2321.)

WHEREFORE, it is respectfully requested that PERB issue a Complaint alleging that the County violated Government Code sections § 3502, 3503, 3504.5, and 3505 by refusing to bargain over reasonably foreseeable effects of the transfer decision with the SEIU.

Remedy requested

SEIU requests that PERB issue all remedies which are just and proper, consistent with PERB's broad remedial authority. These remedies requested by SEIU include, but are not limited to, the following: The County should immediately rescind the unilateral change pertaining to a matter within the scope of representation. The County must immediately commence impacts bargaining with SEIU. The County should also be obligated to physically and electronically post the customary notices at all locations where SEIU-represented employees are assigned.