



PERB
California Public Employment
Relations Board

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April 20, 2021

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Fresno, CA 93704

Re: *American Federation of Teachers Local 6262 v. Santa Clarita Community
College District*
Unfair Practice Charge No. LA-CE-6616-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 32644.¹ 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**. Please be aware that once legal counsel is designated, PERB will only correspond with that individual(s).

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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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 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 that reads "Seth P. Williams". The signature is written in a cursive style with a large, stylized initial "S".

Seth P. Williams
Regional Attorney

SPW

Enclosure

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



AMERICAN FEDERATION OF TEACHERS
LOCAL 6262,

Charging Party,

v.

SANTA CLARITA COMMUNITY COLLEGE
DISTRICT (COLLEGE OF THE CANYONS)

Respondent.

Case No. LA-CE-6616-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 representative within the meaning of Government Code section 3540.1(e) of the temporary academic (credit and non-credit) employees (i.e., adjunct faculty) of the Respondent.
3. On October 8, 2020, the parties reached a fully executed "Tentative Agreement" to modify the expired collective bargaining agreement's language regarding Article 10 compensation. The Tentative Agreement provides for: (A) 2018-19 ongoing wage salary increases (3.71%), retroactive to July 1, 2018, and (B) 2019-20 ongoing wage increases (2%), retroactive to July 1, 2019. The Tentative

Agreement also provides the following, regarding the new salary schedule for the 2020-21 contract year:

B.3. Effective July 1, 2020 new salary schedules 10, 11, and 12 will be implemented.

B.4. . . . All adjunct faculty are initially placed on Step 1 of the applicable Adjunct Salary Schedule based on their educational achievement in accordance with Appendix A. . .

[. . .]

L. If upon initial placement on the new salary scale a member would receive less than their current rate of pay, that member will be placed on a step that will ensure at least a 1% pay increase.

4. Before January 2021, Respondent’s policy under the Tentative Agreement was understood to mean that the 1% wage increase was applied based on the “current rate of pay” of an adjunct faculty member – as of their placement on July 1, 2020 – and any faculty who would receive a reduction in pay their placement on the new salary schedule must be placed on a step that grants at least a 1% wage increase.

5. On or about January 2021, Respondent implemented a new policy, repudiated the existing policy under the Tentative Agreement, or applied/enforced the existing policy under Tentative Agreement in a new way, by announcing that bargaining unit members would be placed on the 2020-21 adjunct salary schedule without regard for whether this resulted in an increase or decrease in their wages from the 2019-20 contract year. This change results in wage cuts for certain faculty for the 2020-21 contract year (i.e., in actual wages from the 2019-20 to 2020-21 contract years).

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). Alternatively, by the acts and conduct described in paragraphs 5 and 6, Respondent failed and refused to participate in impasse procedures in good faith in violation of Government Code section 3543.5(e).

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).

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

DATED: April 20, 2021

J. Felix De La Torre
General Counsel

By Yaron Partovi
Yaron Partovi
Senior Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, 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, Los Angeles Regional Office, 425 W. Broadway, Suite 400, Glendale, CA, 91204-1269.

On April 20, 2021, I served the Complaint Cover Letter regarding Case No. LA-CE-6616-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 Los Angeles, California.

Personal delivery.

Electronic service (e-mail).

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I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on April 20, 2021, at Glendale, California.

Nikoo Seirafi

(Type or print name)



(Signature)